

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission awarding a professional services agreement to Chen and Associates in the not to exceed amount of \$2,144,773 to provide urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, design, and construction of the City Center Right of Way Improvement Project.

Issue:

Should the City Commission award a professional services agreement to Chen and Associates in the not to exceed amount of \$2,144,773 to provide urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, design, and construction of the City Center ROW Improvement Project and appropriate the required funding for this effort?

Item Summary/Recommendation:

Through the City's Planned Progress Capital Improvements Program, a comprehensive Right-of-Way (ROW) Improvement Project is being undertaken in each of 13 neighborhoods, including the City Center neighborhood. The City currently has a need to obtain the urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, construction design, and construction of the City Center ROW Improvement Project. On September 10, 2003, the City Commission authorized the issuance of an RFQ for these services. RFQ No. 68-02/03 was issued on September 18, 2003 with an opening date of October 24, 2003 and seven responses were received. An Evaluation Committee appointed by the City Manager met twice and ranked the firm Chen and Associates as the most qualified firm. On April 14, 2004, the City Commission through Resolution 2004-25551 authorized the Administration to negotiate with the firm of Chen and Associates. Three negotiation sessions were held and agreement reached on a required scope of services (Attachment A) to be provided for a not to exceed fee of \$2,144,773 (Attachment B). Project funding in the amount of \$2,144,773 is available from the City Center RDA. The total fee is approximately 11.2% of the estimated Project construction budget which is appropriate given the challenge of developing optimal designs for some of the City's most prominent and highly-traveled corridors including 17th Street and Convention Center Drive. Chen and Associates has also agreed to provide additional Construction Administration services in the event that construction is not completed during the planned 24 month construction period. These additional services will be provided at not additional charge for two months and then at a monthly cost of 80% of the monthly cost for the service included in the current agreement recommended for award. The Administration recommends award of the agreement.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:	Amount	Account	Approved
<input type="checkbox"/>	1		
<input type="checkbox"/>	2		
<input type="checkbox"/>	3		
<input type="checkbox"/>	4		
Finance Dept.	Total		

City Clerk's Office Legislative Tracking:

Donald Shockey, Senior Capital Projects Planner

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM B7A
DATE 9-8-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AWARDDING A PROFESSIONAL SERVICES AGREEMENT TO CHEN AND ASSOCIATES IN THE NOT TO EXCEED AMOUNT OF \$2,144,773 TO PROVIDE URBAN DESIGN, ARCHITECTURE, LANDSCAPE ARCHITECTURE, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES NECESSARY TO COMPLETE THE PLANNING, DESIGN, AND CONSTRUCTION OF THE CITY CENTER RIGHT OF WAY IMPROVEMENT PROJECT.**

ADMINISTRATIVE RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

Through the City's Planned Progress Capital Improvements Program, a comprehensive Right-of-Way (ROW) Improvement Project is being undertaken in each of the City's 13 neighborhoods, including the City Center neighborhood, which is bounded by Dade Blvd. and 23rd Street on the north, Alton Road on the west, 16th Street on the South, and Collins Avenue on the east. The City Center neighborhood functions as the urban core of the City and includes many landmark civic and cultural facilities, including the Miami Beach Convention Center, Miami Beach City Hall, the Jackie Gleason Theatre, the New World Symphony and the site of its planned expansion, and the Miami Beach Botanical Garden. The neighborhood includes some of the City's most prominent and highly-traveled corridors including 17th Street and Convention Center Drive, and also encompasses Lincoln Road, the City's most popular retail and restaurant district, and the exclusive historic hotel district on Collins Avenue.

Through the City Center Right of Way Improvement Project, approximately \$19 million dollars of comprehensive streetscape, water and, stormwater improvements will be implemented within the neighborhood. The level and design of the improvements will be reflective of the City Center neighborhood's special character and significance.

Improvements contemplated include the following:

- Upgrading of the stormwater drainage collection and disposal system to meet City Stormwater Master Plan recommendations.

- Repair or replacement of existing water mains to meet City Water Master Plan recommendations.
- Street resurfacing and new pavement markings.
- Replacement of sidewalk, curb and gutter.
- Repair, extension, or widening of sidewalks and crossing ramps to provide continuous, ADA-Title III compatible separated pedestrian ways and to enhance overall pedestrian connectivity between key neighborhood destinations.
- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies where needed.
- Installation of street trees and landscaping to enhance the character of the neighborhood and provide visual and pedestrian links between the numerous civic and cultural facilities within the neighborhood.
- Implementation of physical and/or operational improvements to local streets for the purposes of beautification, traffic calming and congestion mitigation.

At this time, the City has a need to obtain the urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, design, and construction of the City Center Right of Way Improvement Project. To this end, the City Commission on September 10, 2003 authorized the issuance of RFQ No. 68-02/03 for the required professional services. The RFQ was issued on September 18, 2003 with an opening date of October 24, 2003, and seven responses were received by that date. An Evaluation Committee appointed by the City Manager met twice and ranked the firm Chen and Associates as the most qualified firm.

On April 14, 2004, the City Commission through Resolution 2004-25551 authorized the Administration to negotiate with the firm of Chen and Associates. Three negotiation sessions were held and agreement reached on the required Project scope of services (Attachment A) to be provided for a not to exceed fee of \$2,144,733 (Attachment B). This fee is approximately 11.2% of the estimated Project construction budget of approximately \$19,000,000, a ratio which is appropriate given the challenge of developing optimal infrastructure designs that are reflective of the special prominence and character of the City Center neighborhood. Project funding in the amount of \$2,144,773 is available from the City Center RDA.

Construction Administration services, in the amount of \$177,490 for Bid package 9A and \$186,695, for Bid package 9B, are included in the negotiated fee. These amounts represent an approximate per month cost of \$7,400 for Bid Package 9A and \$7,800 for Bid Package 9B for the Construction Administration services provided during an estimated

construction period of 24 months for each Bid Package. Chen & Associates has agreed to include two months of additional Construction Administration services at no additional cost to the City if the Project exceeds the estimated schedule of twenty-four (24) months for each Bid Package. At the end of the additional two months, if they are required, Chen and Associates will provide additional services at a not to exceed cost of eighty percent (80%) of the monthly cost of Construction Administration services established in the negotiated fee. This would result in additional services at a not to exceed maximum estimated cost of approximately \$12,140 for both Bid Packages per month if the construction schedule were to be delayed on both Bid Packages.

When the City's thirteen neighborhoods were defined at the initiation of the City's Planned Progress Capital Improvements Program, the City Center neighborhood boundaries created did not exactly match the boundaries of the City Center RDA district. At the same time, no G.O. Bond funding was allocated for the neighborhood as it was anticipated that the City Center RDA would provide Project funding. There are two areas within the City Center neighborhood, the Palmview historic district west of Meridian Avenue and the area between 16th Street and Lincoln Lane south, that are therefore not eligible for RDA funding. Because it was the City's original intent for the Planned Progress Program to consider improvements to all areas of the City, Chen and Associates was asked to identify a separate fee to provide planning services for these areas. This fee was determined to be \$18,957 but at the current time there is no funding source for this effort. If this effort was approved and the planning conducted subsequently identified a need for priority improvements in these areas, additional funds would need to be identified for construction design and actual construction.

ADMINISTRATION RECOMMENDATION

The Administration recommends award of the agreement so that work on the planning and design of improvements to this highly visible and critically important neighborhood can begin.

JMG:RCM:TH:DPS

ATTACHMENT A

SCHEDULE A
CITY CENTER NEIGHBORHOOD RIGHT OF WAY IMPROVEMENT PROJECT
SCOPE OF A/E CONSULTANT SERVICES

CONSULTANT: Chen and Associates, Inc.

BACKGROUND

The City of Miami Beach (CITY) has developed its multi-million dollar, multi-year "Planned Progress" Capital Improvement Program to rebuild the City's existing roads, infrastructure, utilities, parks and facilities, and to build new capital projects where they are needed. The Program will dramatically improve the quality of life of the City's residents and complement the enormous amount of private reinvestment that has taken place in the City.

As part of the "Planned Progress" Program, comprehensive right of way improvement projects are being undertaken in each of 13 City neighborhoods including the City Center neighborhood. The City Center neighborhood is bounded on the east by Collins Avenue, on the north by 23rd Street and Dade Boulevard, on the west by Alton Road, and on the south by 16th Street. The City Center neighborhood contains the Convention Center, CITY Hall, Lincoln Road, the Collins Avenue hotel district, the Jackie Gleason Theatre, the site of planned expansion of the New World Symphony, the Miami Beach Botanical Garden, and other significant municipal and private developments. The neighborhood also contains portions of the National Register Art Deco Architectural District (Exhibit "B".)

The City Center Neighborhood ROW Improvement Project will encompass comprehensive streetscape, drainage, and water supply improvements. Streetscape improvements appropriate to the high-density, downtown character of the neighborhood will be identified during the Project planning process. Anticipated drainage and water improvements are described in the attached "Stormwater Priority Basin No. 23" (Exhibit "C") and CITY Water Line Replacement Master Plan (Exhibit "D"). The primary source of funding for the Project will be the City Center RDA, a tax increment financing district officially created in 1993 by the CITY to fund redevelopment efforts in the district.

The CITY has contracted the services of Hazen and Sawyer, P.C. to function as PROGRAM MANAGER (PROGRAM MANAGER), and act as the CITY's agent with regard to all aspects of this scope of services. Hence, the PROGRAM MANAGER will serve as the focal point of contact with the Architectural / Engineering firm (the CONSULTANT). However, the CITY will retain contractual agreement responsibilities with the CONSULTANT firm.

Due to the large number of projects that will be ongoing concurrently during the Program, the CITY and PROGRAM MANAGER have developed a Program Work Plan (PWP) detailing procedures and policies for the overall ROW Program. This PWP dictates the respective responsibilities and levels of authority for all program team members. Organizational structure flowcharts and team member duties are included to establish a working understanding regarding reporting and communication relationships on the Program. The PWP includes a listing of design and construction phase deliverables from the various A/Es and Contractors, along with proposed CITY and PROGRAM MANAGER duties during the planning, design, bid, award and construction phases of the Program. One copy of the PWP will be given to the CONSULTANT, who agrees to comply with procedures set forth therein.

The CITY plans to / has initiated the planning and/or design of various improvements within the City Center Project Area. Hence, the CONSULTANT shall coordinate its work efforts as necessary with the following, as a minimum:

- MIAMI BEACH BOTANICAL GARDEN
- 17TH ST. SITE DEVELOPMENT (NEW WORLD SYMPHONY PROJECT)
- CITY HALL PARKING GARAGE
- P-LOT DEVELOPMENT
- COLLINS-LINCOLN MEDIAN/STREETSCAPE PROJECT(BID PACKAGE 10D - WASHINGTON AVENUE PROJECT)

It is anticipated that this project shall be prepared and bid / constructed as two separate bid package; as follows:

- Bid Package 9A: City Center ROW Improvements – Historic Districts
- Bid Package 9B: City Center ROW Improvements – Commercial Districts

Reference attached Exhibit "B" for the proposed boundaries of each project area.

SCOPE OF SERVICES

The purpose of the City Center ROW Infrastructure Project is to provide for the restoration and enhancement of streetscapes and infrastructure, consistent with existing available master plans, qualified decisions of applicable CITY Departments and community preferences. The proposed project shall include potable water and storm drainage infrastructure upgrades, and restoration and enhancement of the neighborhood's hardscape, landscape, streetscape, irrigation, and lighting. Sanitary sewer upgrades are not anticipated as part of the Project.

Improvements may include restoration and enhancement to the function and aesthetics of the following:

- Upgrading the stormwater drainage collection and disposal system to meet The CITY Stormwater Master Plan recommendations. This effort shall include all modeling efforts necessary to verify compliance with noted model requirements, and as may be required by the PWD and jurisdictional agencies to achieve a permittable design.
- Replacement of existing water mains to meet The CITY Water Master Plan recommendations. This effort includes pipe replacement designs and requisite jurisdictional permit procurement. However, hydraulic modeling efforts in support of permit applications will be provided by the PWD.
- Street resurfacing and new pavement markings.
- Swale restoration, and/or curb and gutter restoration or upgrades.
- Repair, extension, or widening of sidewalks and crossing ramps to provide continuous, ADA-Title III compatible separated pedestrian ways.
- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies where needed.
- Providing enhanced landscaping, development of additional areas for planting opportunities, and new / enhanced irrigation to support such plantings within the street right-of-way, as consistent with community and CITY staff preferences. This shall include consideration of street furnishings and appurtenances.

- Improving of lighting, landscaping, fencing, and/or parking, where appropriate.
- Physical and/or operational improvements to project streets for the purposes of beautification and pedestrian access.
- When traffic calming is the desired effect, improvements must be able to be permitted in Miami-Dade County and coordinated with the CITY's Public Works Department as well as the Transportation and Concurrency Management Division. Within multi-family areas, streets shall be designed to provide additional, organized, on-street parking to the extent allowed within each geographic areas in consideration of historic or environmental designations and community preference.

The work effort shall require that all existing and proposed aboveground improvements be coordinated with existing and proposed below underground infrastructure improvements, which may include the following tasks:

- Upgrading the drainage collection system
- Repair or replacement of water mains.
- Coordination with other entities, including but not limited to, Florida Power and Light Company, BellSouth, Atlantic Broadband, and others as may exist within the public right of way
- Coordination with Public and Private Developments that are, or will be implementing improvements adjacent to the City Right of Way.

Underground water and drainage infrastructure improvements are generally identified in: the CITY of Miami Beach Comprehensive Stormwater Management Program Master Plan, (March 1997), and the CITY of Miami Beach Water System Master Plan, (November, 1994), and in subsequent amendments to the plans and decisions of the CITY's Public Works Department.

Total estimated construction costs budgeted for this Bid Package approximates \$19,000,000, which includes a 10% construction change order contingency that is to be held in reserve by the CITY for construction phase usage. Hence, the CONSULTANT shall be tasked with planning and designing a project to a total target construction budget of \$17,000,000. This target

construction budget is funded from the CITY Center RDA and consists of the approximately \$9,000,000 for streetscape, \$1,000,000 for water, and \$7,000,000 for stormwater.

TASK 1 – PLANNING SERVICES

The purpose of this Task is to develop a concept plan that meets the City's functional requirements, incorporates community input, and stays within established schedule and cost parameters. The CITY has previously met with neighborhood representatives to review improvements and has identified certain items that are to be considered. These items were discussed in the previous sections of this scope of services. Please note that descriptions provided therein are not considered all encompassing, but are only intended to provide the CONSULTANT with a starting point from which to base its conceptual plan upon. For this purpose, a series of Community Design Workshops are specified in Task 1.5 to present the CONSULTANT's plan and solicit input from the community. Solicited input shall be reviewed by the CONSULTANT and incorporated, with the CITY approval, into the CONSULTANT's work product. It is anticipated that a total of two Community Design Workshops (CDWs) shall be held per bid package to present the plan and its subsequent revisions to gain the consensus of the community. Based on the results of these CDWs, a draft Basis of Design Report (BODR) shall be developed as noted in Task 1.6. Subsequent interdepartmental and Historic Preservation Board design reviews / presentations and approvals shall be as noted in Task 1.7. A final BODR shall then be prepared summarizing the accepted design concept, budget level cost estimate and implementation schedule as noted in Task 1.8.

In addition, please note that to facilitate the implementation of the CITY's Public Information Program, the CONSULTANT shall provide electronic files of all project documents upon request by the CITY and / or the PROGRAM MANAGER.

Task 1.1 – Project Kick-Off Meeting: The CONSULTANT shall meet with the CITY and PROGRAM MANAGER to review existing planning documents, discuss results of previous scoping sessions held with affected neighborhood representatives, and receive / review copies of available reference documents. In addition, the CITY and PROGRAM MANAGER will present general discussions as to Program procedures, timelines, and budgets. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly. During this meeting, the CONSULTANT shall schedule a reconnaissance visit of the Project site, to be attended by critical CONSULTANT personnel, as well as key CITY and PROGRAM MANAGER staff.

Deliverables: - Attend Project kick-off meeting.

Schedule: - Within 5 working days of Task 1 - Planning Phase Notice-to-Proceed.

Task 1.2 – Project Site Reconnaissance Visit: The CONSULTANT shall attend a Site Reconnaissance Visit. This site visit shall also be attended by applicable the CITY and PROGRAM MANAGER staff. The site visit is intended to facilitate the CONSULTANT's understanding of the project area needs. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

Based on the results of the site visit and materials presented at the Kickoff Meeting, the CONSULTANT shall develop reference images for a variety of recommended streetscape treatments that they propose for the CITY consideration. As a minimum, alternative plan view treatments shall be developed for each type of different ROW width encountered within the project area. In addition, individual alternative treatments shall be developed for each similar width ROW that exhibits different characteristics (multi-family, commercial, single family, civic, etc.). Alternative treatments shall illustrate proposed improvements including, as a minimum, parking, sidewalks curbs, gutters, plantings, bulbouts, traffic calming features, lighting enhancements and similar features to allow the CITY a full understanding of proposed improvement alternatives. All such alternative treatments shall also take into account adjacent improvements as applicable. The CONSULTANT is advised that the CITY's previous reference work products may be utilized and these work products may require revisions by the CONSULTANT. In addition, the CONSULTANT shall prepare preliminary "budget" level cost estimates (+30%, -15% as defined by the American Association of Cost Engineers) for each work component / alternative treatment, indicating opinions of probable cost. Estimates shall present costs by category types (i.e. underground utility construction, paving, lighting, landscaping, etc.) and shall be prepared in a Microsoft Excel Spreadsheet format. PROGRAM MANAGER will provide a template for the requisite cost estimate format to the CONSULTANT.

Deliverables:

- Attend Site Reconnaissance Project Site Visit
- Develop alternative reference images as noted above
- Develop "budget" level cost estimates

Schedule: - Within 60 working days of completion of Task 1.1 services.

Task 1.3 – Attend “Visioning” Session: After conducting the Site Reconnaissance Project Site Visit, developing alternative treatment / reference images and cost estimates, the CONSULTANT shall attend a “Visioning” session to be scheduled with representatives of the CITY, the CONSULTANT and PROGRAM MANAGER. The purpose of the “Visioning” session shall be to clarify project goals to prepare for Community Design Workshops. Issues to be discussed shall include the proposed project elements (i.e. stormwater, streetscape, landscaping, electrical, etc.) budget and schedule. At this meeting, the CONSULTANT shall present its Project concepts and document input from the various the CITY attendees. In this effort, the CONSULTANT shall make revisions to its proposed / selected treatments as necessary to develop a Recommended Approach as approved by the CITY. This is the approach that will be presented at the Community Design Workshops. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

Deliverables: - Attend “Visioning” session with representatives from the CITY and PROGRAM MANAGER.
Revise proposed treatments and develop final materials for a Recommended Approach as approved by the CITY

Schedule - Within 10 working days of Task 1.2 completion.

Task 1.4 – Review Meeting Prior to Community Design Workshops: After conducting the project site visit, developing reference images and cost estimates, attending the Visioning Session, addressing all the CITY comments and developing the Recommended Approach, the CONSULTANT shall meet with applicable CITY and PROGRAM MANAGER staff in a Pre-CDW meeting format to ensure that any and all concerns regarding project scope, schedule and cost parameters are addressed prior to scheduling the first of two Community Design Workshops for each Bid Package. Note that one Pre-CDW will be held prior to each CDW for each Bid Package (total of four). The CONSULTANT and its key Sub-Consultants shall attend all meetings.

Deliverables: - Meet with representatives of the CITY and PROGRAM MANAGER during work performed for Task 1.1 through 1.3.

Schedule: - Through completion of Task 1.1 through 1.3.

Task 1.5 - Community Design Workshops: The intent of Community Design Workshops (CDWs) is to provide the CONSULTANT the opportunity to present the proposed improvements (hardscape, landscape, water and stormwater components) to the community for the purpose of achieving general consensus with residents. To this end, it is anticipated that a total of two CDWs shall be conducted for each of the two Bid Packages being developed under the scope of this contract. The CITY will schedule, find locations for, and notify residents of, all such meetings. The CONSULTANT shall prepare all materials for presentation at the workshop. At a minimum, these shall include presentation materials, "full size" specialty graphics which depict the proposed improvements, a summary of cost estimates, workshop agendas, resident comment cards and requisite copies of each. It is anticipated that the CONSULTANT will utilize a "PowerPoint" type format for its presentation, with support from standalone graphics and handout materials. In addition, the CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comment. The CONSULTANT shall finalize and distribute the final minutes accordingly. Each workshop is intended to address specific design issues as discussed in the following:

Task 1.5.1 Community Design Workshop No. 1 – This workshop is intended to provide community residents with a review of the proposed project scope and budget. The CONSULTANT shall also present the proposed schedule and create a consensus plan with community concurrence. The CONSULTANT shall prepare full size presentation graphics illustrating existing conditions proposed project components developed under Tasks 1.2 and 1.3. In addition, graphics shall be prepared presenting a summary of probable costs for the various improvements and the workshop agenda. "Budget" level cost estimates shall be +30%, -15% as defined by the American Association of Cost Engineers. Based on this data, the CONSULTANT shall present the plan for proposed improvements to attendees. Applicable CITY and PROGRAM MANAGER staff shall also attend these meetings, and assist the CONSULTANT with responses to resident questions, as they pertain to the CITY related issues. The CONSULTANT shall note reasonable design / concept revision requests from residents for review and incorporation into the proposed plan. Due to the fixed nature of funding on

the various projects within the Program, budget limits must be adhered to. Hence, the CONSULTANT shall be prepared to discuss budgets and the various impacts of resident requested revisions on such, accordingly. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comment. The CONSULTANT shall then finalize and distribute the final minutes, accordingly.

Deliverables: - Prepare materials, attend and conduct Community Design Workshop No. 1

Schedule: - Within 45 working days after completion of Task 1.4

Task 1.5.2 Community Design Workshop No. 2 – The CONSULTANT shall prepare for and attend a second workshop to present community residents with the revised plan of proposed improvements, budget and schedule based on the input received during CDW No. 1. The CONSULTANT shall meet with applicable CITY and PROGRAM MANAGER staff, as noted in Task 1.4 above, to ensure that any and all concerns regarding residents input, project scope, schedule and cost parameters are addressed prior to scheduling the second Community Design Workshop. The CONSULTANT shall prepare full size presentation graphics illustrating the proposed plan of improvements, along with a summary of probable costs for the improvements and the workshop agenda. "Budget" level cost estimates shall be +30%, -15% as defined by the American Association of Cost Engineers. Based on this data, the CONSULTANT shall present the information to attendees. Applicable CITY and PROGRAM MANAGER staff shall also attend these meetings, and assist the CONSULTANT with responses to resident questions. The CONSULTANT shall note that the design concepts presented during this meeting are considered "near final" and it is the CITY's intent to consider only minor design revision requests from residents for review and incorporation into the proposed plan. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute the final minutes accordingly.

Deliverables: - Prepare materials and attend pre-CDW and CDW No. 2.

Schedule: - Within 60 working days after completion of Task 1.5.1

Task 1.6 – Basis of Design Report (DRAFT): The CONSULTANT shall prepare a draft Basis of Design Report (BODR) presenting the results of the Community Design Workshop(s) and

final consensus / funded design plan. The BODR shall include a summary of findings and exhibit(s) illustrating all proposed improvements under the current phase of the project, inclusive of water, stormwater, streetscape and landscape. In addition, the BODR shall include sufficient detail in plans, sections, notes and key descriptions to facilitate review by the various CITY permitting and planning divisions discussed in Task 1.7.

As a minimum, the draft BODR shall include discussions and graphics illustrating:

- Executive Summary summarizing the contents of the BODR
- A section reviewing the existing conditions to be improved.
- A section reviewing the planning process and development of the final recommended funded improvement plan. This section shall included detailed presentations of all proposed improvements.
- A project implementation plan, inclusive of utility and streetscape construction phasing and traffic control details with a discussion of expected impacts to the affected neighborhood.
- Proposed water -and stormwater improvements. A corridor study may be required if routing is not clearly indicated on existing planning documents, or if proposed routing is determined to be congested with existing improvements.
- A preliminary discussion of existing right-of-way encroachments, including the extent and locations of such.
- A section discussing general concepts which are unfunded items, but were byproducts from the planning process.
- A “budget” level cost estimate prepared in conformance with format provided by PROGRAM MANAGER. Estimates shall be provided for both current (funded) and unfunded improvements. Based upon the CONSULTANT’s cost estimate, the CITY will advise the CONSULTANT if portions of the project need to be deleted, phased and/or bid as alternate bid items to satisfy existing fiscal constraints. The CONSULTANT shall revise the BODR to reflect such issues accordingly.

- A schedule for implementing the Project by phases (i.e. design, bid, award, construction) including critical issues and the time period allowed for resolving each issue.
- Discussion regarding permitting authorities having jurisdiction over Project and provide a list of permits typically retained by the Owner and / or Contractor. Unique and / or special permitting requirements shall be identified as well as permitting fees.
- Consultant shall provide a tabulation of quantities of each type of improvement unit item and other information required to allow City to establish life cycle operating and maintenance requirements and costs.

Five copies of the draft BODR shall be provided to the PROGRAM MANAGER for initial review and comments and shall contain the following sections, as a minimum: Executive Summary, Purpose and Scope, Existing Conditions, Funded Improvements and Unfunded Plan, Permitting and Implementation and Cost Estimates.

Deliverables: - Prepare 35 copies of the draft BODR.

Schedule: - Within 35 working days from completion of Community Design Workshop No. 2

Task 1.7 – Review of BODR with the CITY Departments: The CONSULTANT shall meet to receive, present and review the draft BODR with the following CITY Departments / review entities:

- City of Miami Beach Parks and Recreation Department
- City of Miami Beach Police Department
- City of Miami Beach Planning Department
- City of Miami Beach Public Works Department
- City of Miami Beach Fire Department
- City of Miami Beach Parking Department

The CITY will forward copies of the draft BODR to the above noted Departments. Comments shall be solicited and forwarded to the CONSULTANT for review / comment / response / incorporation into the draft BODR document. It is anticipated that the CONSULTANT shall attend a total of up to two meetings with the various Department representatives to review the various Department comments. The CITY and PROGRAM MANAGER will attend the noted review meeting(s) and assist the CONSULTANT, as practicable, in obtaining approvals from noted review agencies by participating in negotiations with such authorities. However, the CONSULTANT retains final responsibility for procuring all necessary approvals, and for implementing required revisions and resubmissions as necessary. The CONSULTANT and its key Sub-Consultants shall attend all meetings as deemed necessary. It is recognized by the CITY and PROGRAM MANAGER that the time period for obtaining approvals from the various review agencies is beyond the control of the CONSULTANT, except for issues concerning the acceptability of the proposed design concepts and the CONSULTANT's ability to respond to review agency comments. Hence, the CONSULTANT shall address and respond to comments received from the various reviews in writing, and implement requested revisions into the draft BODR, as agreed with the CITY and PROGRAM MANAGER, within ten (10) working days of receipt of comments, unless agreed to otherwise with PROGRAM MANAGER.

Upon incorporating the comments received from the various CITY Departments; the CONSULTANT shall revise its draft BODR and then present the full BODR (with requisite graphics and PowerPoint presentation materials) to the Historic Preservation Board. This presentation is intended for informational purposes only, and is not to be confused with the CONSULTANTS responsibilities regarding full / formal Historic Preservation Board presentation requirements discussed under the Design Phase Task.

- Deliverables:**
- Attend BODR review meetings.
 - Address comments and revise BODR accordingly.
 - Present BODR to HPB
- Schedule:**
- Within 60 working days of draft BODR completion.

Task 1.8 - Final Basis of Design Report: The CONSULTANT shall prepare a final BODR based on comments and revisions implemented during the reviews with the various the CITY Departments / review entities as noted in Task 1.7. This final BODR serves as the basis for development of detailed design documents as discussed in Task 2. It shall also be used as the basis for the CONSULTANT's presentation of the Final BODR to the City Commission for

approval. If the City Commission directs revision to the Final BODR, the CONSULTANT shall prepare an Addendum, in the CITY provided format, for distribution to all Final BODR holders.

- Deliverables:**
- Prepare 35 copies of a final BODR and Addendum, as necessary.
 - Present the BODR to the City Commission for approval
- Schedule:**
- Within 20 working days after completion Task 1.7.

Task 1.9 – Additional Review Meetings:

In addition, to all required efforts noted above, the CONSULTANT shall attend and participate in up to five (5) additional meetings with those agencies / committees requesting revisions and / or other meetings requested by the CITY. The CONSULTANT and its key Sub-Consultants shall attend all meetings as deemed necessary.

TASK 2 –DESIGN SERVICES

The purpose of this Task is to establish requirements for the preparation of contract documents for the Project. Note that Task 2.1 requires that the CONSULTANT perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. Task 2.2 discusses requirements for the preparation of contract documents, inclusive of drawings, specifications and front-end documents. Task 2.3 establishes requirements with regard to constructability and value engineering reviews to be performed by others. Task 2.4 establishes requirements for the preparation of opinions of total probable cost by the CONSULTANT. Task 2.5 specifies requirements for review of contract documents with jurisdictional permitting agencies prior to finalization. Task 2.6 establishes requirements for developing final (100%) contract documents. To facilitate the implementation of a Public Information Program, the CONSULTANT shall provide electronic files of all project documents, as requested by the CITY and/or PROGRAM MANAGER for posting on the program website. The CONSULTANT shall provide the electronic files for the front-end documents, technical specifications, and construction drawings in MS-Word, AutoCAD and Adobe Acrobat file format.

Due to the large number of projects that will be ongoing coincidentally during the Program, the CITY and PROGRAM MANAGER have developed a Design Standards Manual (DSM) detailing procedures, standards and policies regarding design of all Program projects. One copy of the DSM will be given to the CONSULTANT, who agrees to comply with all procedures set forth

therein. The CONSULTANT retains all responsibilities for providing and ensuring compliance of all applicable information / requirements in the DSM to all of its sub-consultants and agents.

Task 2.1 - Field Verification of Existing Conditions: The CONSULTANT shall perform a topographic survey of the existing right of way areas to be impacted by construction activities under the scope of this project. The topographic survey shall meet the minimum requirements noted in the attachment to this scope of services entitled "Minimum Design Features to be Shown on Drawings". In addition, note that the topographic survey shall include sufficient detail to allow for the smooth transition from public right of way to adjacent public / private property in the areas where existing improvements will be refurbished and will require transition to adjacent improvements. The survey shall be performed by a Professional Land Surveyor in the State of Florida and shall meet the minimum technical standards identified in Chapter 61G17-6, FAC. All survey files shall be prepared in AutoCAD Version 2000 format with a layering system as directed by the CITY in the DSM. As a minimum, the survey shall address the following:

- Topographic survey shall consist of establishing a baseline with 100-foot stations, and identify right-of-way monuments and sectionalized land corners. Baseline of survey shall be tied into the right-of-way and sectionalized land monuments. Right-of-way information shall be obtained from available records by the CONSULTANT.
- The CONSULTANT shall set benchmarks at convenient locations along the corridor to be used during both the design and construction phases of the project. As a minimum, permanent benchmarks shall be set at 1,000-foot intervals along the alignment. In addition, the CONSULTANT shall tie-in at least two existing government County monuments to vertical circuit and shall take cross sections at 100-foot intervals along all project corridors. The benchmarks shall be derived from existing government benchmarks and be carried into the proposed system using Second Order, Class II procedures A full listing of benchmark locations shall accompany the survey data.
- Cross section elevations shall define all grade breaks such as intersections, swale, edge of pavement, pavement centerline, curb and gutter, edges of sidewalk, driveway connections, right-of-way line, edge of a 5-foot right-of-way offset, encroachments (both natural and built-in), etc.

- The CONSULTANT shall locate and identify existing surface improvements / topographic features that are visible along the corridor , including but not limited to the following:
 - Existing valve boxes, water / electrical meter boxes, electrical pull boxes, telephone / cable risers, fences, hydrants, etc.
 - Aboveground and underground utilities invert elevations of accessible underground utilities, wood / concrete utility poles, culverts, guardrails, pavement limits, headwalls, endwalls, manholes, vaults, mailboxes, driveways, side streets, trees, landscaping, traffic signage and any other noted improvements. Survey shall identify fence material / height, and driveway construction materials. Landscaping materials with a trunk diameter greater than 6 – inches in diameter shall be identified individually. Materials with smaller diameters shall be illustrated in groupings.
 - Corridors to be surveyed will be as defined in Exhibit “A”. Topographic survey / base map shall be prepared in AutoCAD Version 2000 and submitted on recordable Compact Disk with one signed and sealed copy on 22-inch by 34-inch bond paper. Note that all standards from the DSM shall apply to the development of the survey document. In addition, the CONSULTANT shall submit 3 copies of a preliminary Draft Survey for CITY and PROGRAM MANAGER review and comment. The CONSULTANT shall prepare a final survey submittal package based on addressing any / all comments submitted through this review process, to the satisfaction of the CITY. All CAD mapping shall be performed to a scale of 1:1 in the World Coordinate System. Text size shall be 100 Leroy for a final product at 1=20 units.
 - All corridor surveys shall indicate geometry of perimeter private property plats (inclusive of fences, landscaping and driveways) within the specified 5-ft setback.

Upon completion and acceptance of the final survey, the CONSULTANT shall forward same to the following agencies with a request to mark / identify respective utilities on the survey base map. The CONSULTANT shall coordinate this effort with each agency in an effort to identify the location of all existing underground utilities. The CONSULTANT shall incorporate utility owner markups / edits into its survey base map file. The

CONSULTANT shall contact the following entities and request that they each verify locations of their existing improvements in the affected areas:

- Florida Power and Light Company
- BellSouth
- Miami-Dade Water and Sewer Authority
- Charter Communications (Atlantic Broadband)
- Natural Gas provider
- City of Miami Beach Public Works Department
- Others as deemed necessary by the CONSULTANT

The CONSULTANT shall also request information regarding any future proposed improvements by each agency. To facilitate tracking of the progress made in this work effort, the CONSULTANT shall copy the PROGRAM MANAGER on all correspondence with each agency. In addition, the CONSULTANT shall keep a readily accessible and properly labeled / collated file of all correspondence and markups provided to it by the various agencies for reference use by the CITY, PROGRAM MANAGER and/or CONSULTANT, during construction.

Based on the collected data, the CONSULTANT shall develop detailed design base maps for the project. The maps shall include an overall key map and partial plans scaled at 1-inch equals 20 feet or a scale that better suits the project requirements.

It is important to note that the CONSULTANT shall illustrate proposed water and stormwater utility improvements on the base maps, with a subsequent review scheduled with CITY and PROGRAM MANAGER staff to determine locations where additional field verifications, via "Soft-Dig" underground identification services, shall be implemented.

Deliverables: - Perform forensic work as noted to develop final survey maps. Deliver three (3) draft five (5) final signed and sealed surveys to the PROGRAM MANAGER.

Schedule: - Within 80 working days after Task 2 - Design Phase Notice to Proceed.

Task 2.2 – Detailed Design: The CONSULTANT shall prepare all contract documents in compliance with DSM standards.

Technical specifications shall be prepared in conformance with Construction Specifications Institute (CSI) formats. The PROGRAM MANAGER, through the DSM, shall furnish the CONSULTANT with standard CITY specification outlines for Divisions 1, 2, 3 and 15 as noted in the DSM. The CONSULTANT shall refrain from amending FDOT, or other reference standard specifications, for inclusion in the detail design documents. The CONSULTANT shall provide additional sections that the CONSULTANT may require, not already provided through the CITY standards, subject to review and comment by the CITY and/or PROGRAM MANAGER. Any supplier listings required by specifications shall include a minimum of two named supplier's and shall meet all applicable CITY and State of Florida procurement codes. Specifications shall be provided to the CONSULTANT in "Microsoft MS-Word" format. In addition, the CONSULTANT shall use the same software in all project related work. In addition, the CONSULTANT shall utilize base front-end documents provided by the CITY. The CONSULTANT shall edit accordingly to result in a project specific document. Any requirements for Supplementary General Conditions shall be subject to review and acceptance by the CITY.

The CONSULTANT shall attend monthly Design Progress Meetings with CITY and PROGRAM MANAGER staff.

The CONSULTANT shall submit monthly invoice requests for its services, accompanied by a design progress schedule update form as provided by the PROGRAM MANAGER. Invoices shall be prepared in a format as provided by the CITY, through the PROGRAM MANAGER. As a part of this effort, the CONSULTANT shall update and submit the schedule update form.

Should the PROGRAM MANAGER determine that the CONSULTANT has fallen behind schedule; the CONSULTANT shall provide a recovery schedule that shall accelerate work to get back on schedule.

For purposes of this Scope of Services, the following will be considered the minimum effort to be provided by the CONSULTANT for establishing detail design milestone submittals. Note that CITY review procedures, and CONSULTANT responsibilities associated with such, are discussed under Task 2.3:

- The 30% design completion stage milestone shall consist of the completed survey / base map work as identified in Task 2.1 with all proposed improvements identified in approved BODR illustrated in plan view at a scale of 1-inch equals 20 feet. A key map shall also be provided on all sheets that illustrates the relationship between the drawings and their respective location within the project area. A Table of Contents identifying the anticipated technical specifications to be incorporated into the work shall also be submitted.

It is important to note that as a part of the 30% design completion stage effort, the CONSULTANT shall prepare detailed tabulation of all encroachments within the public right-of-way in the project area. The tabulation shall be presented in a format that identifies those encroachments that exist within the right-of-way and do not require removal in order to construct the project and those encroachments required to be removed in order to implement the project components. This tabulation shall include, at a minimum, description of the encroachment, location (block / lot number or physical address), a description identifying the encroachment, and a justification / reason why the encroachment must be removed (to be provided only for those encroachments required to be removed to implement the project components). The PROGRAM MANAGER will provide the CONSULTANT with an "Excel" spreadsheet template for mandatory use in preparation of the listing. Please note that the CONSULTANT shall be required to submit a "Draft" listing for review and comment, and make subsequent revisions as noted by the CITY, prior to submitting a Final Encroachment listing.

- The 60% design completion stage milestone shall consist of plan and profile views of all proposed improvements, with all applicable sections and construction details. Note that the respective profile for each plan shall be included on the same sheet. In addition, a reduced scale key map shall be provided on each sheet to allow the reviewer a simple means to locate the applicable work. Prior to the preparation of the 60% design completion stage drawings, the

CONSULTANT shall incorporate changes to its design based upon its underground utility verification efforts and review comments received, as noted in Task 2.3 below. In addition, the CONSULTANT shall include draft technical specifications and a draft schedule of prices bid (bid form) identifying the items to be bid by the prospective contractors with the submittal. Also, this submittal shall include the CONSULTANTS "Budget" level opinion of probable cost as defined by the American Association of Cost Engineers with the submittal.

It is anticipated that the CITY will be at or near completion of reviewing the CONSULTANTS Final encroachment listing. When completed, the listing will be returned to the CONSULTANT, who will revise its documents to reflect final CITY direction on the acceptance / rejection of CONSULTANT recommendations regarding the disposition of encroachments on the project. The CONSULTANT shall demonstrate compliance with this requirement at the 90% design completion stage submittal noted below.

- The 90% design completion stage milestone shall consist of a near final construction document set including the front-end documents (general and supplemental conditions), technical specifications and construction drawings for all work proposed to be completed. The CONSULTANT shall include detailed construction sequencing restrictions for the PROGRAM MANAGER's review with this submittal. Prior to the preparation of the 90% design completion stage drawings, the CONSULTANT shall incorporate changes to its design based upon review comments received, as noted in Task 2.3 below. In addition, the CONSULTANT shall provide its "Definitive" level opinion of probable cost as defined by the American Association of Cost Engineers with this submittal.
- The 100% design completion stage milestone shall consist of the 90% documents updated to include all constructability and design review comments as may be provided by the CITY, PROGRAM MANAGER and/or jurisdictional review agency. This set of documents will be used by the CONSULTANT to implement City of Miami Beach Building Department Permitting Reviews as noted in the PWP.

- Deliverables:**
- Furnish fifteen (15) sets each of the 30, 60, 90 and 100 percent design completion stage documents to PROGRAM MANAGER, as applicable (ten full size and five half size for each submittal)
 - Prepare and update project invoices and schedule tracking spreadsheets, on a monthly basis.
 - Attend monthly design progress meetings with CITY and PROGRAM MANAGER staff.

- Schedule:**
- Complete 30 percent document submittal within 80 working days after the Task 2 – Design Phase Notice to Proceed.
 - Complete 60 percent document submittal within 160 working days after Task 2 - Design Phase Notice to Proceed.
 - Complete 90 percent document submittal within 240 working days after Task 2 - Design Phase Notice to Proceed.
 - Complete 100 percent document submittal within 300 working days after Task 2 - Design Phase Notice to Proceed.

Task 2.3 – Design / Constructability Review: To verify that the CONSULTANT is in compliance with required BODR, DSM and PWP requirements, the CITY will conduct a series of design submittal reviews on all design project documents, inclusive of cost estimates at the 30, 60 and 90% design completion stage submittals. Note that the 100% design completion stage submittal will be used by the CONSULTANT to permit the project through all internal CITY reviews as noted in the PWP.

The purpose of these reviews shall be to verify that the documents are consistent with the design intent. These documents shall be furnished as bound 8-1/2-inch by 11-inch technical specifications and full-size (22-inch by 34-inch) and half size (11-inch by 17-inch) drawings as noted in the Task 2.2 deliverables. The PROGRAM MANAGER and applicable CITY Departments shall perform reviews on these documents and provide written comments (in "Excel" spreadsheet format) back to the CONSULTANT.

Following receipt of comments by the CONSULTANT, a meeting may be scheduled between the CITY, the CONSULTANT and PROGRAM MANAGER, to discuss the intent and review of the comments. Subsequently, the CONSULTANT shall address how each comment was resolved, to the PROGRAM MANAGER, within 10 working days after the review session and/or receipt of the comments. The responses shall be in the spreadsheet format provided to the CONSULTANT. In addition, the CONSULTANT shall revise its documents to address all review comments accordingly, to the satisfaction of the CITY.

In addition, the PROGRAM MANAGER will perform constructability reviews of the design documents relative to value, construction sequencing and bid format. These reviews shall be based upon 60 and 90 percent design submittals received from the CONSULTANT and shall be conducted concurrently but separately from the 30, 60 and 90 percent design reviews noted above. These constructability review meetings shall be held with the CONSULTANT and the CITY representatives to discuss the CONSULTANT's proposed construction sequencing restrictions, and bid formats, and shall be performed by the PROGRAM MANAGER.

The CONSULTANT shall note that the CITY's / PROGRAM MANAGER's review of the contract documents does not relieve the CONSULTANT from its responsibility to the CITY with regard to the quality and completeness of its contract documents.

Deliverables:

- Attend meetings with the CITY and PROGRAM MANAGER staff to review and discuss design constructability and value comments.

- Prepare written responses to comments made during reviews.

Schedule:

- Complete concurrently with 300 working day Design Phase schedule.

Task 2.4 – Cost Opinions: The CONSULTANT shall prepare opinions of probable construction costs for the 60 and 90% design completion stage submittals, as well as the final (100 percent) completion stage submittal. The accuracy of the cost estimate associated with the 60 percent completion stage shall be +30% to –15% "Budget" Level as defined by the American Association of Cost Engineers. The accuracy of the cost estimate associated with the 90 and

100 percent completion stage submittals shall be a +15% to –5% “Definitive” Level Estimates as defined by the American Association of Cost Engineers. All estimates shall be submitted in Microsoft “Excel” format in accordance with the template supplied by PROGRAM MANAGER. All estimates shall be furnished bound in 8-1/2-inch by 11-inch size. Based upon the CONSULTANT’s cost estimate, the CITY will advise the CONSULTANT if portions of the project need to be deleted, phased and/or bid as alternate bid items to satisfy existing fiscal constraints. In this effort, the CONSULTANT may be required to attend a series of meetings and develop alternative cost savings options for CITY consideration, if the estimates show that the projected project cost will exceed the target budget. The CONSULTANT shall revise the contract documents to reflect necessary revisions to meet budget parameters at no additional cost accordingly.

Deliverables:

- Furnish fifteen (15) sets of 60, 90 and 100 percent completion stage cost estimates to PROGRAM MANAGER concurrently with the design submittals noted in Task 2.2.
- Attend meetings with the CITY and PROGRAM MANAGER staff to review and discuss cost estimates. This Task includes development of any required cost savings alternatives, and implementation / revision of documents to address such items, as necessary to meet established budget parameters.

Schedule:

- Complete concurrently with 300 working day Design Phase schedule.

Task 2.5 – Community Design Review Meetings

The CONSULTANT shall attend and participate in Community Design Review Meetings (CDRMs) to review the design progress and concept at different progress levels during the design. The CITY will schedule, find locations for, and notify residents of all such meetings. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER, who shall review, provide comments and distribute, accordingly. The CONSULTANT shall prepare for, attend and present its documents at up to two (2) CDRMs per Bid Package. Meetings shall be scheduled at the 60% and 90% design completion stages. Note that presentation format shall consist of a brief Power Point presentation to review Project

status, plus review of actual full size plans for each project. The CONSULTANT shall provide sufficient staff at the meeting to address concerns by residents at multiple plan stations. It is anticipated that the CONSULTANT will attend one Pre-CDRM meeting with CITY and PROGRAM MANAGER staffs to review the proposed format of the presentation for each planned CDRM.

Task 2.6 - Document Revisions: Based upon the input provided by the residents at the CDRM, the CONSULTANT shall incorporate necessary contract document revisions, as approved by the CITY.

Task 2.7 – Permitting Reviews: The CONSULTANT shall prepare applications and such documents and design data as may be required to procure approvals from all such governmental authorities that have jurisdiction over the Project(s). The CITY will pay all permit fees. The CONSULTANT shall participate in meetings, submissions, resubmissions and negotiations with such authorities. The CONSULTANT shall respond to comments by such authorities within ten working days of receipt of comments unless a different time is agreed to by PROGRAM MANAGER. It is the intent of this scope of services that the CONSULTANT be the responsible party for formally transmitting and receiving permits to and from the respective jurisdictional authorities. However, since the PROGRAM MANAGER is to track and monitor progress on the preparation and review of permits and subsequent requests for information, the CONSULTANT shall copy the PROGRAM MANAGER on all permit related correspondence. This includes CONSULTANT generated minutes from meetings held with related parties. The PROGRAM MANAGER will forward copies of such documents to the CITY as appropriate. It is recognized by CITY that the time period required for obtaining permits is beyond the control of the CONSULTANT, except with regard to issues concerning the permissibility of the proposed design and the CONSULTANT's ability to respond to permitting agency requests for information in a timely manner. At the time of scope preparation, the following governmental authorities that have or may have jurisdiction over Project have been identified:

- United States Environmental Protection Agency
- U.S. Army Corps of Engineers
- Florida Department of Transportation
- Florida Department of Environmental Protection

- South Florida Water Management District
- Miami-Dade Water and Sewer Authority
- Miami-Dade Department of Public Works
- Miami-Dade Department of Health and Rehabilitative Services
- Miami-Dade Department of Environmental Resource Management
- The City of Miami Beach Building Department
- The City of Miami Beach Planning Department
- The City of Miami Beach Historic Preservation Board
- The City of Miami Beach Public Works Department

Note that the CITY's failure to identify governmental authorities that have jurisdiction over Project at this time does not relieve the CONSULTANT from the responsibility to procure all requisite permits. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate by the CITY.

- Deliverables:**
- Correspond with noted jurisdictional authorities to establish permitting requirements.
 - Revise documents and respond to permitting inquiries as required.
 - Attend meetings with the CITY, PROGRAM MANAGER and/or permitting agency staff as required to review, discuss and finalize permit procurement

- Schedule:**
- Complete concurrently with 300 working day Design Phase schedule.

Task 2.8 – The CONSULTANTS QA/QC of Design Documents: The CONSULTANT shall establish and maintain an in-house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and bid ability of its contract documents. To this end, the CONSULTANT shall provide the CITY and PROGRAM

MANAGER with a written narrative detailing its QA/QC program tasks and how it is to be implemented over the course of this project. The CITY and/or PROGRAM MANAGER, at its discretion may require that the CONSULTANT attend meetings to review the status and present results of its QA/QC efforts. Items to be addressed may include, but shall not be limited to, review of specifications by respective technical experts and a “Redi-check” type review of the documents to identify conflicts and inconsistencies between the various project disciplines.

TASK 3 –BIDDING AND AWARD SERVICES

Please note that the Tasks below address the level of service required for a traditional Advertise / Bid / Award process. As an alternative to this traditional bidding process outlined herein, the City may consider implementing the project via the Job Order Contract (JOC) system. If such decision is made, it is understood that the Consultant's hours assigned to traditional bidding tasks would be re-distributed, on a not to exceed basis, to complete tasks related to procurement of the job through the JOC system, including, but not limited to the following:

- Participation at the Joint Scope Meeting
- Assistance in filling out JOC standard forms, including Brief Request for Proposal and Notice to Proceed (Suggested Language Only. City to input forms into system)
- Review of JOC unit cost proposal
- Participation in negotiation meetings with JOC Contractor

Note that all other duties of the CONSULTANT are not affected by the use of the JOC system.

Task 3.1 - Construction Contract Document Review: The CONSULTANT shall assist the CITY in the bidding and award of each construction contract. The PROGRAM MANAGER, through the CITY, shall transmit contract documents prepared by the CONSULTANT to the CITY's Risk Management, Legal and Procurement Departments for verification of appropriate insurance, form and bonding requirements. The CONSULTANT shall assist PROGRAM MANAGER in this effort by providing three copies of each Construction Contract Document and participating in meetings, submissions, resubmissions and discussions with these departments, as necessary. The CONSULTANT shall address and re-submit corrections to any CITY

comments within ten calendar days of receipt of comments unless a different time schedule is agreed to by the PROGRAM MANAGER. The CONSULTANT's compensation has been based upon one meeting with these departments for each bid package.

Task 3.2 - Bid Document Delivery: The CONSULTANT shall provide the PROGRAM MANAGER with reproducible, camera ready, sets of contract documents for each bid package. These documents shall include responses to all comments obtained during permit reviews and shall incorporate all corrections required by the permitting agencies. The CITY Procurement Department shall reproduce documents and handle the advertising, distribution, sale, maintenance of plan holder lists and other aspects of bid document delivery to prospective Bidders.

Task 3.3 - Pre-Bid Conference and Bid Opening: The PROGRAM MANAGER will conduct one pre-bid conference for each bid package. The CONSULTANT shall attend each pre-bid conference and each bid opening for each bid package.

Task 3.4 - Addenda Issuance: The CONSULTANT shall provide, through the PROGRAM MANAGER, timely responses to all inquiries received by the CITY from prospective bidders. These responses shall be prepared as written addenda, with the format for such addenda as provided to the CONSULTANT by PROGRAM MANAGER. These queries and responses shall be documented and a record of each shall be transmitted to the PROGRAM MANAGER on a same day basis. The CONSULTANT shall prepare necessary addenda as requested by PROGRAM MANAGER. The CITY will distribute addenda to all plan holders of record accordingly.

Task 3.5 - Bid Evaluation: Within five calendar days of receipt of bids, the CITY will forward Bids to the CONSULTANT, who in turn shall evaluate bids for completeness, full responsiveness and price, including alternative prices and unit prices, and shall make a formal written recommendation to the CITY regarding the award of the contract. Non-technical bid requirements shall be evaluated by others.

This scope of services includes no allowance for the CONSULTANT's time to assist the CITY in the event of a bid protest. To the proportionate extent the CONSULTANT's services are required in the event of a bid protest, due to a direct action or lack thereof by the CONSULTANT, the CONSULTANT shall participate in such activities at no additional cost to the CITY.

Task 3.6 - Contract Award: The CONSULTANT shall provide eight (8) sets of Construction Contract Documents, inclusive of Addenda, for execution by the CITY and the successful bidder within five calendar days of request by the CITY.

Task 3.7 – As- Bid Contract Documents: After contract award and prior to the preconstruction conference, the CONSULTANT shall prepare As-Bid construction contract documents, which incorporate the following items into the construction contract documents:

- Contractor's bid submittals, including but not limited to, bid proposal, insurance, licenses, etc.
- Amend / modify front-end documents and / or technical specifications to incorporate changes made via contract addenda.
- Revise construction contract drawings to include modifications / revisions incorporated via contract addenda as well as the previously incorporated permit review comments.

The CONSULTANT shall prepare As-Bid construction contract documents and reproduce fifteen (15) sets for distribution to PROGRAM MANAGER within ten (10) calendar days after City Commission approval / contract execution.

The following apply to Task 3.1 through 3.7:

- Deliverables-**
- Attend and participate in Pre-bid conferences and bid openings.
 - Respond to questions from prospective bidders and prepare Addenda for distribution by others.
 - Prepare recommendation of award letter
- Provide eight (8) sets of contract documents for contract execution
- Prepare As-Bid contract documents and reproduce fifteen (15) sets and forward to PROGRAM MANAGER.
- Schedule:**
- Upon receipt of Task 3 Bidding and Award Services Notice to Proceed and within 120 working days

TASK 4 –CONSTRUCTION ADMINISTRATION SERVICES

The CONSULTANT shall perform the following tasks related to the construction administration of the Project(s). These tasks shall be performed during the duration of all construction on both Bid Packages. Due to the extensive amount of detailed procedures required to properly manage construction projects, the PROGRAM MANAGER has developed a Construction Management Manual (CMM) for the construction phase of the Infrastructure Improvement Program. This CMM augments the general program guidelines established in the Project Work Plan (PWP), as provided to the CONSULTANT by the PROGRAM MANAGER at the commencement of the Project, and provides uniform procedures and guidelines for managing the interface between the CITY, Contractor, PROGRAM MANAGER and CONSULTANT staffs.

It is anticipated that the construction timeframes for Bid Package 9A will be approximate 24 months and Bid Package 9B will be approximate 24 months. The CONSULTANT's compensation is based upon the administration of separate construction bid packages being implemented on concurrent timelines. However, separate Contractors are assumed.

Task 4.1 – Pre-Construction Conferences: The CONSULTANT shall attend one pre-construction conference for each Project. The PROGRAM MANAGER will prepare and distribute meeting minutes to all attendees and other appropriate parties. At this meeting, it is anticipated that the PROGRAM MANAGER will issue a Limited Notice to Proceed. A final Notice to Proceed shall be issued upon receipt of a final schedule and procurement of all applicable construction permits from the Contractor.

Deliverables: - Attend and participate in one pre-construction conference for each project

Schedule: - As scheduled by PROGRAM MANAGER after receipt of Task 4 Notice to Proceed.

Task 4.2 – Weekly Construction Meetings: The CONSULTANT shall attend weekly construction meetings with the Contractor, PROGRAM MANAGER and applicable CITY representatives on each Project. The purpose of these meetings shall be to review the status of construction progress, shop drawing submittals and contract document clarifications and interpretations. In addition, the Contractor shall furnish a two-week look ahead work schedule to allow for proper coordination of necessary work efforts. These meetings shall also serve as a forum for discussion of construction issues, potential changes / conflicts and any other

applicable matters. The meetings may include site visits to visually observe / address construction related concerns. The site visits shall be separate and distinct from the “Specialty Site Visits” discussed under Task 4.6. The PROGRAM MANAGER will prepare and distribute meeting minutes to all attendees and other appropriate parties.

Deliverables: - Attend and participate in weekly construction progress meetings for each Bid Package

Schedule: - Weekly throughout the project duration.

Task 4.3 – Requests for Information / Contract Document Clarification (RFIs / CDCs): The PROGRAM MANAGER will receive, log and process all RFIs / CDCs. Whenever an RFI involves the interpretation of design issues or design intent, the PROGRAM MANAGER will forward the RFI to the CONSULTANT, who shall prepare a written response in a timely matter and return it to the PROGRAM MANAGER. In addition, the CONSULTANT may be requested by the PROGRAM MANAGER to prepare and forward CDCs should certain items within the contract documents require clarification.

Deliverables: - Respond to those RFI's that involve design interpretations and return to PROGRAM MANAGER's office. Issue CDCs as required.

Schedule: - Ongoing throughout project construction duration for both Bid Packages.

Task 4.4 – Requests for Changes to Construction Cost and/or Schedule: The PROGRAM MANAGER will receive, log and evaluate all requests for project cost and/or schedule changes from the Contractor. Such requests may be the result of unforeseen conditions, interferences identified by the Contractor during the routine progress of work, inadvertent omissions (betterment) issues in the contract documents, permitting requirements that arise after the contract award, and/or additional improvements requested by the CITY. Regardless of the source, the PROGRAM MANAGER will evaluate the merit of the request, as well as a cursory review of the potential impact of the change in terms of project cost and schedule. The PROGRAM MANAGER may also review the request with the CONSULTANT, who shall provide a written opinion as to the merit / value, upon request. It is understood that no legal claims assistance or support services are inferred by the work effort noted under this Task.

- Deliverables:-**
- Perform independent review of request for cost increase and/or time extension.
 - Coordinate and participate in meetings, as required, with the PROGRAM MANAGER, CITY and Contractor to resolve and/or negotiate the equitable resolution of request. Provide written opinion and / or recommendation upon request.
 - Prepare change order documentation in CITY directed format
- Schedule:**
- Ongoing throughout project construction duration for both Bid Packages.

Task 4.5 – Processing of Shop Drawings: The PROGRAM MANAGER will receive, log and distribute shop drawings to the CONSULTANT for its review. The CONSULTANT shall have 14 calendar days from the time of receipt in its office, to review and return shop drawings to the PROGRAM MANAGER's office.

- Deliverables:-**
- Review Shop Drawings and return them to PROGRAM MANAGER's office.
- Schedule: -**
- Ongoing throughout project construction duration.

Task 4.6 – Field Observation Services: The PROGRAM MANAGER will provide field staff to observe the construction of the work. The CONSULTANT shall provide specialty site visits by various design disciplines (civil, mechanical, landscaping, etc...) on an as requested basis. For the purposes of this scope of services, it is assumed that monthly specialty site visits are included. Specialty site visits are assumed to include one or more of the CONSULTANTS Team attendance, as may be requested by the CITY, to review, discuss, resolve field conditions and issues at the job site. Attendance shall be as requested, although a minimum of 24 hour notice will be provided when possible. In cases where conditions require immediate action, the CONSULTANT shall make itself available in the field, as soon as possible, to review / respond to necessary issues.

- Deliverables:**
- Provide monthly specialty site visits for each Bid Package.

Schedule: - Ongoing throughout project construction duration for both Bid Packages.

Task 4.7 – Project Closeout: Upon receiving notice from the PROGRAM MANAGER advising the CONSULTANT that a Project is substantially complete, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall conduct an overview of the Project. The overview shall include development of a “punch list” of items needing completion or correction prior to consideration of final acceptance. The PROGRAM MANAGER will develop the list with assistance from the CITY and the CONSULTANT. The list shall be forwarded to the Contractor. For the purposes of this Task, please note that substantial completion shall be deemed to be the stage in construction of the Project where the Project can be utilized for the purposes for which it was intended, and where minor items may not be fully completed, but all items that affect the operational integrity and function of the Project are capable of continuous use.

Upon notification from the PROGRAM MANAGER that all remaining “punch list” items have been resolved, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall perform a final review of the finished Project. Based on successful completion of all outstanding work items by the Contractor, the CONSULTANT shall assist in closing out the construction contract. This shall include a final punch list walk throughs for verification of completion

Deliverables:- Attend field meetings to review substantial and final completion and assist in development of “punch lists”.

Schedule: - At the Substantial and Final completion of each project

TASK 5 – ADDITIONAL SERVICES

Task 5.1 – Transportation Study

During the planning phase, the CONSULTANT shall have a study conducted of the existing transportation system within the Project area to incorporate any traffic calming, parking, pedestrian access, or vehicular flow improvements into the proposed right of way improvements. The study shall address the following issues:

- CONSULTANT shall assess the existing parking situation within the project area. The businesses and residences in City Center area rely heavily on on-street parking in addition to several public and private parking facilities. CONSULTANT shall work with neighborhood and city representatives to identify the most palatable times and locations for temporary parking relocation during construction.
- CONSULTANT shall analyze urban transportation operations to ensure the local streets can be improved to operate at optimal levels of service for both vehicles and pedestrians. CONSULTANT shall analyze conditions and suggest mitigation measures to keep traffic flowing in the most efficient way. Maintenance of traffic during construction is also a clear need in the planning process.
- CONSULTANT shall analyze high crash intersection locations using data available from FDOT, Miami-Dade County and City databases. Pedestrian sight distances are known to contribute to unsafe intersections in the study area. Hazardous locations will be identified and appropriate streetscape improvements proposed.
- CONSULTANT shall consider potential traffic calming treatments for Project areas such as 17th Street where high vehicular speeds are observed.
- CONSULTANT shall identify improvements intended to visually and functionally improve pedestrian corridors including specifically 18th Street and 19th Street between Washington and Collins and all connections between the Convention Center/City Hall/Botanical Garden and Lincoln Road.
- A traffic plan for special events is needed to maintain traffic flow within the project area and to ensure a higher level of mobility for transit vehicles and safety for pedestrians and cyclists. CONSULTANT shall quantify these events in a number of categories and develop a plan to address each type in the future in line with the new streetscapes, traffic calming treatments etc.
- CONSULTANT shall evaluate shortcomings in the pedestrian network, and recommend improvements together with priority and funding strategies. CONSULTANT shall ensure that the pedestrian improvements incorporated in this plan will serve the safety and mobility of people on foot in the most efficient way.

- Deliverables:** - Prepare 15 copies of a report.
- Present the report to the CITY and PROGRAM MANAGER for approval
- Schedule:** - Within 180 working days after Task 1 Notice to Proceed.

TASK 6 - REIMBURSABLES

Task 6.1 – Reproduction Services: The CONSULTANT shall be reimbursed at the usual and customary rate for reproduction of reports, contract documents and miscellaneous items, as may be requested by the CITY. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project.

Task 6.2 – Travel and Subsistence: The CONSULTANT shall be reimbursed at the United States Internal Revenue Service established rate for travel and subsistence, up to the maximum not-to-exceed amount as noted. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project.

Task 6.3 – Surveying: The CONSULTANT shall arrange for and coordinate the efforts of licensed surveyors to prepare a topographical survey of all CITY public rights-of-way within the project limits to meet the intent of the approved project Scope. This effort shall meet the requirements set forth in Task 2.1. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project.

Task 6.4 - Geotechnical Evaluation: The CONSULTANT shall contract the services of a professionally licensed geotechnical firm to perform boring / test excavations as necessary to ascertain soil conditions, in an effort to identify existing conditions for pipe bedding and stormwater management considerations. The scope of such services shall be subject to review and acceptance by the CITY. Costs shall be limited to a \$15,000 not-to-exceed amount. Unused amounts shall be credited back to the CITY at the completion of the project.

Task 6.5 – Underground Utility Verification: The CONSULTANT shall contract the services of an underground utility location service to perform vacuum extraction excavations, in an effort to better identify existing underground conditions where work is to be performed. Actual locations shall be as directed by the CONSULTANT, subject to CITY review and acceptance. Costs shall be limited to a \$25,000 not-to-exceed amount. Unused amounts shall be credited back to the CITY at the completion of the project.

Minimum Design Features to Be Shown On Drawings

The CONSULTANT shall note that the following criteria indicate the minimum design standards to be shown on drawings. The CONSULTANT is encouraged to review and recommend changes as it deems necessary, subject to the review and acceptance of the CITY and the PROGRAM MANAGER.

Paving, Grading and Drainage Plans

- Show existing grade / topography, centerline roadway, edge of pavement, back of sidewalk, top of curb, gutter flow line
- Show proposed grade along the centerline of the road at 50 centers, limits of road work, inlets, curb and gutter and sidewalk
- Show limits of demolition / removal
- Show limits of proposed work
- Identify all surface features of all existing and proposed work
- Identify driveway locations
- Identify proposed structures
- Identify linear footage of pipe, pipe invert elevation, diameter and material

Paving, Grading and Drainage Details

- Show proposed cross sections with topographical information at key locations
- Identify the following minimum information on cross sections:
 - Existing utilities
 - Proposed road slope, lane width, sidewalk width and surface features within the right-of-way
 - Road construction details for the sub-base and base and asphalt
 - Proposed utility locations
- Conflict manhole detail
- Manhole details
- Driveway replacement section
- Catch basin details
- Exfiltration trench details
- Drainage pipe trench detail
- Restoration Details – All pipes
 - Roadway
 - Sidewalk
 - Curb and gutter

Water Distribution and Sanitary Sewer Plans

General

- Identify existing utilities
- Show future utilities proposed by others
- Identify trees / landscaping to remain in place

Sanitary Sewer

- Manhole details
- Connection to existing manholes (pre-cast / brick)
- Connection to existing service laterals and mainline
- Show sanitary sewer manhole / flow direction
- Show sanitary sewer (single service)
- Show sanitary sewer (double service)
- Show sanitary sewer pipe diameter, linear feet, material and slope along pipe length
- Show rim and pipe invert elevations on sanitary sewer manholes
- Indicate sanitary sewer (existing / proposed) clean out locations
- Indicate sanitary sewer service invert elevation at the right-of-way for new services

Sanitary Sewer Profiles

- Identify sanitary sewer manhole number, rim elevation, invert elevations of incoming and outgoing pipes
- Show sanitary sewer pipe diameter, linear footage and slope
- Show existing utilities, diameter, type and invert of pipe elevation

Water Distribution System

- Show location of single and double water meter boxes
- Identify fire hydrant assembly
- Identify fitting locations
- Identify limits of restrained joints
- Identify deflection limits
- Identify water sampling points
- Identify dead end blow-offs

- Identify air release valves
- Identify pipe diameter and material
- Stationing

Pressure Pipe Profiles

- Show top of pipe elevation
- Identify location of air release valve at high points
- Identify vertical / horizontal deflection and/or fittings
- Identify minimum cover requirements
- Provide details of major utility crossings
 - Jack and bore
 - Horizontal directional drilling
 - Subaqueous crossing
 - Aerial crossing
 - Culvert crossing

ATTACHMENT B

**SCHEDULE B
CITY OF MIAMI BEACH
RIGHT OF WAY INFRASTRUCTURE PROGRAM A-E CONSULTANT
CONSULTANTS' COMPENSATION FEE SCHEDULE
Bid Package 9A**

TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SR ENGINEER	ENGINEER	ENGINEER IN CHARGE	CONSTRUCTION SUPERVISOR	ADMINISTRATIVE	GENERAL	TOTAL HOURS	TOTAL COST
1	PLANNING SERVICES (FY 2004)										
1.1	PROJECT KICK-OFF MEETING	8	16	0	0	0	0	0	4	44	\$5,028
1.2	PROJECT SITE RECONNAISSANCE VISIT	8	16	0	0	0	0	0	0	32	\$3,984
1.2.1	DEVELOPMENT OF ALTERNATIVE STREETSCAPE TREATMENTS	20	80	0	0	0	0	0	20	240	\$24,300
1.2.2	DEVELOP BUDGET LEVEL COST ESTIMATE ALTERNATIVES	8	24	16	0	0	0	0	4	84	\$9,156
1.3	ATTEND "VISIONING" SESSION	12	32	12	12	12	12	0	12	124	\$12,876
1.4	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN	8	20	10	0	0	0	0	2	40	\$4,770
1.4.1	REFINE ALTERNATIVES PRIOR TO DESIGN WORKSHOPS	20	80	40	0	0	0	0	8	268	\$27,360
1.5	COMMUNITY DESIGN WORKSHOP NO. 1	12	30	30	0	0	0	0	8	118	\$12,132
1.5.1	COMMUNITY DESIGN WORKSHOP NO. 2	12	30	30	0	0	0	0	8	118	\$12,132
1.5.2	ADDITIONAL 10 MEETINGS WITH ADJACENT PROJECT OWNERS	20	20	0	0	0	0	0	10	50	\$5,860
1.6	BASIS OF DESIGN REPORT (DRAFT)	40	80	80	80	80	20	100	100	580	\$49,260
1.6.1	DEVELOPMENT OF DRAINAGE MODEL	8	150	200	0	0	0	20	20	398	\$42,780
1.6.2	PRELIMINARY DISCUSSIONS WITH PERMITTING AGENCIES	20	40	40	0	0	0	0	0	100	\$12,120
1.6.3	ADDITIONAL PLANNING SERVICES (PALM VIEW)	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B
1.6.4	ADDITIONAL PLANNING SERVICES (FLAMINGO)	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B	SEE B.P. 9B
1.7	REVIEW OF BODR W/ CITY DIVISIONS	20	40	40	0	0	0	0	0	100	\$12,120
1.8	BASIS OF DESIGN REPORT (FINAL)	20	80	80	80	80	20	20	40	420	\$39,240
	TOTAL BODR PHASE									2,716	\$273,108
2	DESIGN SERVICES (FY 2008)										
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	40	40	150	150	150	0	0	0	530	\$53,352
2.2	DETAILED DESIGN	0	0	380	440	440	0	2,430	270	3,960	\$265,918
2.3	DESIGN / CONSTRUCTABILITY REVIEW	240	240	0	0	0	150	0	100	730	\$98,920
2.4	COST OPINIONS	40	40	40	100	100	0	0	0	360	\$37,066
2.5	COMMUNITY DESIGN REVIEW MEETINGS	10	10	0	0	0	0	0	0	20	\$2,808
2.6	DOCUMENT REVISIONS	0	0	10	0	0	0	20	20	50	\$3,182
2.7	PERMITTING REVIEWS	20	40	20	0	0	0	0	0	80	\$10,358
	TOTAL DESIGN PHASE									5,730	\$461,804
3	BIDDING AND AWARD SERVICES (FY 2006)										
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	8	8	16	16	16	16	0	4	84	\$9,072
3.2	BID DOCUMENT DELIVERY	0	4	0	0	0	0	0	4	8	\$714
3.3	PRE-BID CONFERENCE	4	4	8	4	4	0	0	4	28	\$2,988
3.4	ADDENDUM ISSUANCE	4	8	8	8	8	0	0	4	40	\$4,218
3.5	BID EVALUATION	4	8	8	8	8	0	0	4	48	\$5,153
3.6	CONTRACT AWARD	0	4	0	0	0	0	0	8	12	\$909
3.7	AS-BID CONTRACT DOCUMENTS	0	4	0	0	0	0	0	16	20	\$1,298
	TOTAL BIDDING PHASE									240	\$24,362
4	CONSTRUCTION ADM. SERVICES (2006-2007)										
4.1	PRE-CONSTRUCTION CONFERENCE	4	8	8	8	8	8	0	4	48	\$5,359
4.2	WEEKLY CONSTRUCTION MEETINGS (24 MONTHS)	52	208	52	0	0	0	0	0	312	\$43,168
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT	50	100	50	50	50	50	0	50	400	\$45,726
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR	25	50	25	25	25	25	0	25	200	\$20,838
4.5	PROCESSING OF SHOP DRAWINGS	0	25	25	100	100	0	0	25	300	\$28,937
4.6	FIELD OBSERVATION SERVICES	26	52	52	0	0	52	0	0	182	\$24,041
4.7	PROJECT CLOSEOUT	8	16	16	0	0	16	0	8	80	\$9,422
	TOTAL CONSTRUCTION PHASE									1,522	\$177,490
5	ADDITIONAL SERVICES (2004)										
5.1	TRANSPORTATION AND TRAFFIC CALMING (2004)	0	80	80	240	0	0	0	50	450	\$42,090
	TOTAL ADDITIONAL SERVICES										\$42,090
6	OTHER DIRECT COSTS										
6.1	REPRODUCTION SERVICES										\$20,000
6.2	MILEAGE										\$12,000
6.3	SURVEYING (2004 and 2005)										\$63,500
6.3.1	BODR - BASELINE AND ELEVATION SURVEY										\$71,100
6.3.2	DESIGN - 2D TOPO AVG. 5' PAST ROW										\$9,600
6.3.3	DESIGN - STREET ADDRESS AND LOT WIDTH INFO. (ROUGH)										\$36,000
6.4	GEOTECHNICAL EVALUATION (2005)										\$42,000
6.5	UNDERGROUND UTILITY VERIFICATION (120 holes)										\$254,200
	TOTAL OTHER DIRECT COSTS										
	TOTAL HOURS	771	1,687	1,731	1,453	1,081	417	2,686	832	10,658	\$1,232,854
	TOTAL FEE ESTIMATE										
	Hourly Rates (FY 2004)	\$150.00	\$120.00	\$108.00	\$90.00	\$72.00	\$108.00	\$54.00	\$45.00		
	Hourly Rates (FY 2005)	\$156.00	\$124.80	\$112.32	\$93.60	\$74.88	\$112.32	\$56.16	\$46.80		
	Hourly Rates (FY 2006)	\$162.24	\$129.79	\$116.81	\$97.34	\$77.88	\$116.81	\$58.41	\$48.67		
	Hourly Rates (FY 2007)	\$168.73	\$134.98	\$121.49	\$101.24	\$80.99	\$121.49	\$60.74	\$50.62		
	Hourly Rates (FY 2008)	\$175.48	\$140.38	\$126.34	\$105.29	\$84.23	\$126.34	\$63.17	\$52.64		

Bid Package 9B

TASK NO.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	ENGINEER	JR. ENGINEER	DESIGNER	CHIEF	TOTAL COST
1.1	PROJECT KICK-OFF MEETING	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.2	PROJECT SITE RECONNAISSANCE VISIT	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.2.1	DEVELOPMENT OF ALTERNATIVE STREETScape	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.2.2	DEVELOP BUDGET LEVEL COST ESTIMATE ALTERNATIVES	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.3	ATTEND "VISIONING" SESSION	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.4	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.4.1	REFINE ALTERNATIVES PRIOR TO DESIGN WORKSHOPS	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.5.1	COMMUNITY DESIGN WORKSHOP NO. 1	12	30	30	0	0	8	118
1.5.2	COMMUNITY DESIGN WORKSHOP NO. 2	12	30	30	0	0	8	118
1.5.3	ADDITIONAL 10 MEETINGS WITH ADJACENT PROJECT	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.6	BASIS OF DESIGN REPORT (DRAFT)	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.6.1	DEVELOPMENT OF DRAINAGE MODEL	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.6.2	PRELIMINARY DISCUSSIONS WITH PERMITTING AGENCIES	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.7	REVIEW OF BODR W/ CITY DIVISIONS	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
1.8	BASIS OF DESIGN REPORT (FINAL)	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
	TOTAL BODR PHASE							296
2	DESIGN SERVICES (FY 2006)							
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	40	40	150	150	0	0	530
2.2	DETAILED DESIGN	0	0	460	460	0	0	920
2.3	DESIGN / CONSTRUCTABILITY REVIEW	240	240	0	0	150	0	730
2.4	COST OPINIONS	40	40	100	100	0	0	380
2.5	COMMUNITY DESIGN REVIEW MEETINGS	10	10	0	0	0	0	20
2.6	DOCUMENT REVISIONS	0	0	0	0	0	0	0
2.7	PERMITTING REVIEWS	20	40	0	0	0	0	80
	TOTAL DESIGN PHASE							990
3	BIDDING AND AWARD SERVICES (FY 2007)							
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	8	8	16	16	16	0	84
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	0
3.3	PRE-BID CONFERENCE	4	4	4	4	0	0	16
3.4	ADDENDA ISSUANCE	4	8	8	8	0	0	28
3.5	BID EVALUATION	4	8	8	8	0	0	40
3.6	CONTRACT AWARD	0	4	0	0	0	0	4
3.7	AS-BID CONTRACT DOCUMENTS	0	4	0	0	0	0	12
	TOTAL BIDDING PHASE							136
4	CONSTRUCTION ADM. SERVICES (2007-2008)							
4.1	PRE-CONSTRUCTION CONFERENCE	4	8	8	8	8	0	48
4.2	WEEKLY CONSTRUCTION MEETINGS	52	208	52	50	50	0	312
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT	25	100	25	25	25	0	200
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST	0	25	100	100	0	0	225
4.5	PROCESSING OF SHOP DRAWINGS	26	52	52	52	0	0	182
4.6	FIELD OBSERVATION SERVICES	8	16	16	16	16	0	80
4.7	PROJECT CLOSEOUT	0	0	0	0	0	0	0
	TOTAL CONSTRUCTION PHASE							1,522
5	ADDITIONAL SERVICES (2004)							
5.1	TRANSPORTATION AND TRAFFIC CALMING (2004)	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	SEE B.P. 9A	0
	TOTAL ADDITIONAL SERVICES							0
6	OTHER DIRECT COSTS							
6.1	REPRODUCTION SERVICES							\$20,000
6.2	MILEAGE							\$12,000
6.3	SURVEYING (2004 and 2005)							\$63,500
6.3.1	BODR - BASELINE AND ELEVATION SURVEY							\$48,900
6.3.2	DESIGN - 2D TOPO AVG. 5' PAST ROW							\$16,000
6.3.3	DESIGN - STREET ADDRESS AND LOT WIDTH INFO.							\$10,500
6.4	GEOTECHNICAL EVALUATION (2005)							\$182,900
6.5	UNDERGROUND UTILITY VERIFICATION (30 holes)							
	TOTAL OTHER DIRECT COSTS							\$182,900
	TOTAL HOURS	559	929	973	1,005	929	582	7,908
	TOTAL FEE ESTIMATE							\$911,919
	Hourly Rates (FY 2004)	\$150.00	\$120.00	\$108.00	\$90.00	\$72.00	\$54.00	\$45.00
	Hourly Rates (FY 2005)	\$156.00	\$124.80	\$112.32	\$93.60	\$74.88	\$56.16	\$46.80
	Hourly Rates (FY 2006)	\$162.24	\$129.79	\$116.81	\$97.34	\$77.88	\$58.41	\$48.67
	Hourly Rates (FY 2007)	\$168.73	\$134.98	\$121.49	\$101.24	\$80.99	\$60.74	\$50.62
	Hourly Rates (FY 2008)	\$175.48	\$140.38	\$126.34	\$105.29	\$84.23	\$63.17	\$52.64

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 2 To The Agreement Between The City And URS Corporation - Southern, Dated June 27, 2001 To Provide Program Management Services For Facilities And Parks Pursuant To Request For Qualifications (RFQ) No. 111-99/00.

Issue:

Shall the City amend its agreement with URS Corporation – Southern, Dated June 27, 2001 To Provide Program Management Services For Facilities And Parks?

Item Summary/Recommendation:

On June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into a \$4.9 million Agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for Facilities and Parks ("Program"), pursuant to the guidelines established in the Request of Qualifications No. 111-99/00. Under the agreement, URS assists City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination for the projects included in the agreement. Since the commencement of the Program, URS has been providing satisfactory professional services and building a good relationship with the City staff in assisting with the coordination of the projects.

The Agreement called for URS to provide these services on 17 projects, over a 59 month program duration, scheduled to end in 2006. For various reasons, only the Flamingo Pool project has been completed to date. The original 59 month timeframe scheduled for the completion of all of these projects was underestimated. The Agreement with URS was based on an estimate of man-hours for the program as a whole, not per project. URS has provided the staffing level called for in their Agreement and has performed well in meeting their contract obligations. The main factor for the current situation is that the projects in their portfolio have run longer than originally expected or were delayed for reasons beyond their control. Currently, approximately \$1 million remains for the balance of the URS Agreement. This funding is not sufficient to have URS provide services on all of the projects originally included in the Agreement. Therefore, the Administration has negotiated with URS to amend the Agreement, removing some projects and terminating services on some projects to allow URS to continue working on projects that are in construction.

The Administration recommends that the following projects be eliminated from this Agreement to shift the Program Management focus on completing their remaining projects: Bayshore Golf Course Clubhouse, Scott Rakow Youth Center, Regional Library, Convention Center and Theater of Performing Arts. The priority projects that have been identified are Fire Station No. 4, Normandy Isle Park and Pool, North Shore Open Space Park Phase III and the North Shore Park and Youth Center. Additionally, the Administration recommends that inspection services for the Colony Theater be added to URS' Agreement to ensure that construction progresses in a timely manner and that the City does not get charged for re-work of rejected workmanship through March 31, 2005 at a negotiated price of \$54,125, as outlined elsewhere in this agenda.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	Total			

Finance Dept.

City Clerk's Office Legislative Tracking:

Kristin McKew, Capital Projects Administrator

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM R7B
DATE 9-8-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: September 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND URS CORPORATION - SOUTHERN, DATED JUNE 27, 2001 TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR FACILITIES AND PARKS PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 111-99/00.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

On June 27, 2001, the Mayor and City Commission approved Resolution No. 2001-24499, authorizing the City to enter into a \$4.9 million Agreement with URS Corporation-Southern ("URS") for Program Management Services to manage construction projects for Facilities and Parks ("Program"), pursuant to the guidelines established in the Request of Qualifications No. 111-99/00. Under the agreement, URS assists City staff in the planning, programming, design review, construction administration, and scheduling, budgeting and consultant coordination for the projects included in the agreement. Since the commencement of the Program, URS has been providing satisfactory professional services and building a good relationship with the City staff in assisting with the coordination of the projects.

The Agreement called for URS to provide these services on 17 projects, as listed below, over a 59 month program duration, scheduled to end in 2006.

- Altos Del Mar Park
- Bayshore Golf Course
- Botanical Garden
- Collins Park
- Convention Center
- Fairway Park
- Fire Station No. 4
- Flamingo Park
- Flamingo Pool
- Normandy Isle Park and Pool
- Normandy Shores Golf Course
- North Shore Open Space Park (multiple Phases)
- North Shore Park and Youth Center
- Public Works Facility
- Regional Library
- Scott Rakow Youth Center
- South Pointe Park

For various reasons, only the Flamingo Pool project has been completed to date. Following is a list of all the remaining projects, and their current statuses.

Altos Del Mar Park - This project has not yet entered the planning phase.

Bayshore Golf Course - The Golf Course portion of this project has been completed. The Clubhouse, restrooms and maintenance facility portions of the project are under construction with completion estimated for Fall 2004.

Botanical Garden - This project has just entered the planning phase.

Collins Park - This project has not yet entered the planning phase.

Convention Center and Theater of Performing Arts - Both the Convention Center and Theater of Performing Arts portions of the project are under construction. The Convention Center project has an estimated construction completion timeframe of Winter 2004/Spring 2005, and the Theater of Performing Arts construction completion is estimated for Fall 2004.

Fairway Park - This project has been designed, but is not yet in construction.

Fire Station No. 4 - This project has just finished the construction demolition phase. Construction of the seawall restoration is beginning, to be followed by the construction of the new Fire Station, with construction completion estimated for January 2006.

Flamingo Park - This project has just entered the planning phase.

Normandy Isle Park and Pool - This project is in the construction phase, with construction completion estimated for February/March 2005.

Normandy Shores Golf Course - This project is in the design phase.

North Shore Open Space Park (multiple phases) - Phases I and II of this project have been completed. Phase III is in the final stages of design and is almost ready to enter the construction phase.

North Shore Park and Youth Center - The construction of this project is almost complete, the contractor has to complete the punch list.

Public Works Facility - This project has not yet entered the planning phase.

Regional Library - The construction of this project is almost complete, with construction completion estimated for Fall 2004.

Scott Rakow Youth Center - The construction of Phase I of this project is almost complete, with construction completion estimated for Winter 2004/2005.

South Pointe Park - This project has not yet entered the planning phase.

The original 59 month timeframe scheduled for the completion of all of these projects was underestimated. Many of these projects were designed prior to the City entering into the Agreement with URS and some were already in construction. For those projects already in design prior to the City's Agreement with URS, those projects were designed under then standard A/E Agreements that the City no longer uses. This is significant in the sense that the scope of work for these contracts was often vague. This has caused problems, and delays, in getting quality documents and resolving construction related issues. To the extent that the A/E has not resolved problems, these are issues that City staff and URS must now address. This has taken an inordinate amount of time.

The Agreement with URS was based on an estimate of man-hours for the program as a whole, not per project. A smaller project is not able to endure the financial burden of additional expenditures due to additional Program Management effort if the project encountered a number of unforeseen problems. Therefore, the cost model created to fund the URS Agreement included funds from all of the projects. Monthly billings were done across the program, as opposed to for specific projects, based on available funding. URS has provided the staffing level called for in their Agreement and has performed well in meeting their contract obligations. The main factor for the current situation is that the projects in their portfolio have run longer than originally expected or were delayed for reasons beyond their control.

Currently, approximately \$1 million remains for the balance of the URS Agreement. This funding is not sufficient to have URS provide services on all of the projects originally included in the Agreement. Therefore, the Administration has negotiated with URS to amend the Agreement, removing some projects and terminating services on some projects to allow URS to continue working on projects that are in construction. Below is a description of the proposed changes, per project. Please note that some changes in level of service on particular projects have already taken place to ensure sufficient funds would exist to complete these projects.

Altos Del Mar Park - Under the proposed amendment, URS would discontinue services on this project.

Bayshore Golf Course - Under the proposed amendment, URS staffed the Clubhouse portion of this project with a Project Manager through August 31, 2004, and a Field Observer through July 30, 2004. After those dates, URS will discontinue services on this project.

Botanical Garden - Under the proposed amendment, URS would discontinue services on this project.

Collins Park - Under the proposed amendment, URS would discontinue services on this project.

Convention Center and Theater of Performing Arts - Under the proposed amendment, URS staffed the project with a Project Manager and Field Observer through August 31, 2004, after which they will discontinue services on these projects.

Fairway Park - Under the proposed amendment, URS would discontinue services on this project.

Fire Station No. 4 - Under the proposed amendment, URS will staff the project with a Project Manager and a Field Observer through the completion of the project, but no later than through January 2006 if the project is not completed by then.

Flamingo Park - Under the proposed amendment, URS would discontinue services on this project.

Normandy Isle Park and Pool - Under the proposed amendment, URS will staff the project with a Project Manager and a Field Observer through the completion of the project, but no later than through January 2006 if the project is not completed by then.

Normandy Shores Golf Course - Under the proposed amendment, URS would discontinue services on this project.

North Shore Open Space Park (multiple phases) - Under the proposed amendment, URS would staff the project with a Project Manager and a Field Observer through the completion of Phase III of the project.

North Shore Park and Youth Center - Under the proposed amendment, URS would staff the project with a Project Manager and a Field Observer through the completion of the project.

Public Works Facility - Under the proposed amendment, URS would discontinue services on this project.

Regional Library - Under the proposed amendment, URS staffed the project with a Project Manager through August 31, 2004 and a Field Observer through July 30, 2004, after which they will discontinue services on these projects.

Scott Rakow Youth Center - Under the proposed amendment, URS staffed the project with a Project Manager through August 31, 2004 and a Field Observer through July 30, 2004, after which they will discontinue services on this project.

South Pointe Park - Under the proposed amendment, URS would discontinue services on this project.

The Administration recommends that the following projects be eliminated from this Agreement to shift the Program Management focus on completing their remaining projects: Bayshore Golf Course Clubhouse, Scott Rakow Youth Center, Regional Library, Convention Center and Theater of Performing Arts. The priority projects that have been identified are Fire Station No. 4, Normandy Isle Park and Pool, North Shore Open Space Park Phase III and the North Shore Park and Youth Center.

COLONY THEATER

As outlined in a Commission Memorandum elsewhere in this agenda, the originally scheduled construction completion date for the Colony Theater project was June 2003. The project is currently only approximately 66% complete. In August 2004, the City amended its agreement with URS to have URS perform inspection services at the Colony Theater for a short time period to monitor the work of McCartney Construction, the contractor on the project. These services have resulted in the determination that full time inspection is warranted for the duration of the project to ensure that construction progresses in a timely manner and that the City does not get charged for re-work of rejected workmanship. The Administration recommends that this project be added to URS' Agreement and that URS provide inspection services through March 31, 2005 at a negotiated price of \$54,125, as outlined elsewhere in this agenda.

CONCLUSION:

The Administration recommends that the Mayor and City Commission authorize the City to execute Amendment No. 2 to the existing Agreement between URS Corporation–Southern and the City of Miami Beach to eliminate or revise services for particular projects as outlined above and to authorize services on the Colony Theater project as described above.

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 16 in the amount of \$223,941, to an existing Agreement between the City of Miami Beach and Camp, Dresser and McKee, Inc (CDM), dated July 21, 1992, to provide Additional Architectural, Engineering, and Landscape Architectural Services for the South Pointe Wastewater Booster Pump Station (the Project).

Issue:

Shall the Commission approve Amendment No. 16, in the amount of \$223,941, to an existing Agreement between the City of Miami Beach and Camp, Dresser and McKee, Inc., to provide Additional Architectural, Engineering, and Landscape Architectural Services for the South Pointe Wastewater Booster Pump Station Project?

Item Summary/Recommendation:

On May 10, 2002, the City's Consultant CDM submitted a Preliminary Design Report that included two design alternatives for the proposed booster pump station. Due to site constraints and to lessen the impact on the adjacent residential properties, components vital for the pump station operation, including the FPL vault, generator, fuel storage tanks and other items, were to be located off site at the nearby City owned Lot 15, Block 51. At that time, residents, and City Departments concurred that Option 2 (attachment 2) was the most feasible, and CDM was authorized to proceed with its design development.

On January 9, 2003, CDM advised the City that they would be unable to serve the site remotely as planned. Consequently, the design team decided to incorporate the FPL vault into the structure. With this change, it became evident that there were significant modifications to the Option 2, originally presented to the Planning Department staff and residents. An updated cost estimate showed an increase from the \$6.9 million dollars estimated in the Preliminary Design Report to a range of between \$8.5 to \$11 million dollars.

CDM was requested to provide documentation to support the cost increase, re-evaluate the building components, and postpone design development until the acceptance of an option that would bring the project closer to the City's original construction budget. In order to significantly reduce the Project cost, it will be necessary to re-design the primary components of the originally approved Option 2.

The Administration has negotiated the fees for, and recommends the execution of Amendment No. 16, in the amount of \$223,941, to provide Additional Architectural, Engineering and Landscape Architectural Services to Re-design the South Pointe Wastewater Booster Pump Station Project.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	\$223,941.00	South Pointe Redevelopment Area Fund	
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Carla Dixon, Ext 6264.

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH	RCM	JMG

T:\AGENDA\2004\Sept\804\Consent\CDM AMENDMENT No16-Summary.doc

AGENDA ITEM R7C

DATE 9-8-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://miamibeachfl.gov>



COMMISSION MEMORANDUM

TO: Mayor David Dermer and
Members of the City Commission

DATE: September 8, 2004

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 16 IN THE AMOUNT OF \$223,941, TO AN EXISTING AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CAMP, DRESSER & MCKEE, INC. (CDM), DATED JULY 21, 1992, FOR PROFESSIONAL ENGINEERING SERVICES FOR THE UPGRADE OF SEWER & WATER PUMPING STATIONS AND A NEW PUMPING STATION ON MACARTHUR CAUSEWAY, TO PROVIDE ADDITIONAL ARCHITECTURAL, ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES TO RE-DESIGN THE SOUTH POINTE WASTEWATER BOOSTER PUMP STATION PROJECT.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

FUNDING:

Funding for this Project, in the amount of \$223,941, is available from the South Pointe RDA Fund.

ANALYSIS:

On July 8, 1992, the Mayor and City Commission adopted Resolution 92-20540, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Camp, Dresser and McKee, Inc. (CDM), to provide architectural, engineering services for the upgrade of the sewer and water pumping stations, and to design a new Water Booster Pump Station on the Mac Arthur Causeway.

In the year 2000 Comprehensive Plan prepared by the City's Planning and Zoning Department, it was determined that the existing pump station equipment had exceeded its capacity, surpassed its useful life, was inefficient and presented additional operation and maintenance costs without the construction of a new in-line booster station at South Pointe. The alternative to providing a new South Pointe Wastewater Booster Pump Station would be major structural, mechanical, and electrical upgrades at five (5) existing pump stations downstream of Pump Station (PS) 28B (PS Nos. 1,10,11,28D, and 31). Consequently, the South Pointe Wastewater Booster Pump Station Project was identified as a priority, and the Public Works Department recommended its construction.

On January 31, 2001, the City Commission adopted Resolution No. 2001-24243, approving Amendment No. 9 to its 1992 Agreement with Camp, Dresser, and McKee, Inc., (CDM) to provide Professional Architectural and Engineering Services for the Wastewater Master Booster Pump Station in South Pointe.

Project Limits:

The proposed pump station is to be located on Alton Road and 1st Street. This triangular property is bounded by the rights-of-way of Jefferson Avenue to the east, Alton Road to the West, First Street to the north, and the intersection of Jefferson Avenue and Alton Road at Commerce Street to the south.

Project Scope:

Construction of 2-1500 HP Pumps with a 54-inch diameter force main, by-pass, FPL vault, transformers, control room, emergency generator, fuel storage tanks, HVAC and ventilation system, SCADA controls, architectural treatments, and landscaping.

On May 10, 2002, the City's Consultant, CDM submitted a Preliminary Design Report that included two design alternatives for the proposed booster pump station, Option 1 (Attachment 1) which includes the configuration of all the components on-site arranged within a one story glass and concrete enclosed structure; and Option 2 (Attachment 2) a three-sided glass, one side concrete, two story facility with the pumps housed on the 1st floor, electrical room and generator on the 2nd floor.

Due to site constraints that included the existing 54-inch diameter force main which runs diagonally to the property, and the triangular shaped site, CDM sought to provide vehicular maintenance access, minimize utility relocation, simplify pipe runs, and curtail the size of the structures while maintaining the facility aesthetics. CDM intended to lessen the impact on the adjacent residential properties. The FPL vault, standby generator, fuel storage tanks and other components vital for the pump station were originally to be located off site at the nearby City owned Lot 15 Block 51 located at the intersection of Jefferson and 1st Street. At that time, the Residents, Planning and Public Works Departments concurred that Option 2 was the most feasible and CDM was authorized to proceed with its design development.

On January 9, 2003, CDM reported to the City that concurrent to the preparation of the thirty Percent (30%) construction drawings, the CDM design team decided to incorporate the FPL vault into the structure, as they were advised by the City of the unavailability of a remote site to place this and other components. On January 14, 2003, the City immediately held a meeting with CDM and their consulting architects-Zyscovich Architects, to discuss the changes. During this meeting the City's consultant presented a revised site plan incorporating the FPL vault into the structure. It became evident to the City that there was significant modification to Option 2, and an increase in the building footprint.

The revised structure was taller, larger, and more massive than originally presented to the Planning Department staff and residents, pursuant to the Settlement Agreement conditions. The City directed its consultant to prepare conceptual elevations of the new structure(s) reflecting the new building height, and massing. In addition, to schedule a meeting with the Planning Department staff to review and evaluate those proposed changes prior to any

decision to proceed beyond the thirty percent (30%) design development level, and further presenting the Project to the Design Review Board (DRB).

The City directed CDM to provide an updated engineer's estimate of probable construction cost. On April 28, 2003, City staff met to discuss the increase from the \$6.9 million dollars in the Preliminary Design Report of May, 2002, to a range of between \$8.5 to \$11 million dollars in the engineer's estimate of probable cost dated April 9, 2003. Due to the significant increase in the cost of the construction, CDM was requested to provide documentation to support the cost increase, re-evaluate the building components, and postpone further design development until the submittal and acceptance of an option that would bring the project closer to the City's original construction budget.

CDM attributed the increase in the project cost to changes prompted primarily by the unavailability of lot 15, Block 51. The pump station components were reconfigured on the triangular site, the FPL sub-station type transformer was placed within the building structure versus pad mounted outdoor, relocation of the bypass force main, yard piping and generator, changes in the HVAC design, on site location of the fuel tank, and demolition and disposal of abandoned pile caps from the previous elevated water tank not reflected in the topographic survey.

City staff and CDM explored several options to bring the project closer to its original budget, including:

- The use of 2-1500 HP Pump vs. 3-900 HP Pump option. CDM advised that the City would realize an immediate cost savings in excess of \$200,000, by implementing this change. The Public Works Department, after evaluation of operations, maintenance and repair options agreed to the use of the 2-1500 HP Pumps.
- Re-evaluation of the ownership, availability and use of Lot 15, Block 51, in an attempt to offer more flexibility to the design team for the placement of the building components. However, Planning Department staff did not approve of the use of a prefabricated fuel tank and generator modular unit with landscape screening at this prominent site. Staff later agreed to fit the modular unit within the triangular site, with landscape screening. Although the modular unit will add to the already restricted site, significant cost savings will of up to \$900,000, will be realized as this reduces the structural requirements of the Option 2 building.

On September 12, 2003, CDM requested additional compensation from the City in the amount of \$69,000, for providing supplemental out-of-scope services incurred as a result of the change in the program. Re-design of the structure to add the transformer vault (at the 30% design submittal), reorganization of the site, structural components and piping layout, and coordination during an extended contract term due to delays in the project originally scheduled to be completed in the Fall of 2002. Of this amount, the City has only approved \$57,000 included in the Subtask C - Additional Services below.

In order to reduce the project cost by a significant amount, it will be necessary to re -design the layout of the primary components originally approved in Option 2. The majority of the thirty percent (30%) design documents already produced by CDM will be discarded, in order to accommodate the components on site within a less massive structure, while maintaining the construction budget. During the Amendment No. 16 negotiation process CDM, on the

behalf of Zyscovich Architects, requested additional Architectural Services fees in the amount of \$96,500. Of this amount, \$35,000 was solely associated with the DRB presentation and approval process.

Upon a review of the original Agreement, it was determined that CDM was obligated to present the Project to the DRB until final acceptance, and therefore, the City could not justify this portion of the fees. The parties could not arrive at an agreement with the existing design team for both budgetary as well as time constraints. CDM proposed, and the City agreed to the reorganization of the existing design team resulting in a more acceptable fee for architectural treatments and the DRB presentation. CDM has selected STA Architectural Group for architectural design services on this Project. The original Additional Services fee requested by CDM for the re-design work to the thirty percent (30%) level, including Additional fees for the extended Contract term was \$271, 176, the final amount resulting from the negotiations is \$223,941 as follows:

A. Architectural and Engineering Services

Task A.1

Subtotal CDM Labor.....	\$ 93,525
Outside Professional Services:	
Architectural.....	\$30,000
Landscaping	\$ 2,500
Total Task A (Lump sum)	\$126,025

B. Not Used

C. Additional Services – Permitting/Bidding Services

C.1 CDM Services (Upper Limit)	\$19,920
Outside Professional Services:	
Architectural (DRB)	\$10,000
Landscape (DRB)	\$ 1,200
C.2 CDM Services (Upper Limit)	\$ 1,785
C.3 CDM Services (Lump Sum)	\$57,000
Total Task C (Upper Limit)	\$89,905

D. Reimbursables

D.1 Design Services (Lump Sum)	\$ 8,011
Total Task D (Lump Sum)	\$8,011
Total Amendment No 16 (Not-to-Exceed).....	\$223,941

The Agreement specifies that the completion of the design and advertisement for Bid shall be within ten (10) months of the approval of Amendment No. 16 by the City Commission. The project Advertisement for Bids, construction contract negotiations, and construction are targeted to be completed concurrently with the on-line placement of the Pump Stations Upgrades Project or shortly thereafter.

CDM's responsibilities under Amendment No. 16, (Attachment 3) for the Redesign of the South Pointe Wastewater Booster Pump Station will include, but are not limited to, Design and Production of one hundred percent (100%) Contract Documents, providing all Permitting related services, DRB application, presentation and acceptance, Bidding Services.

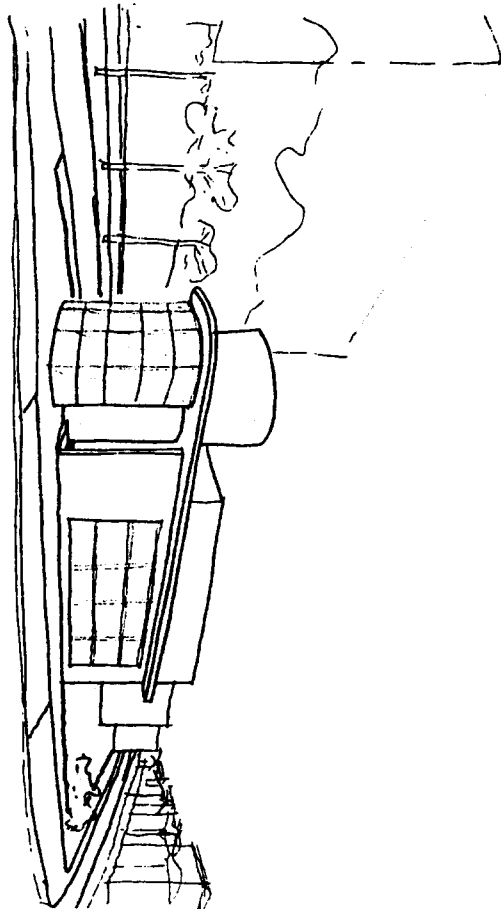
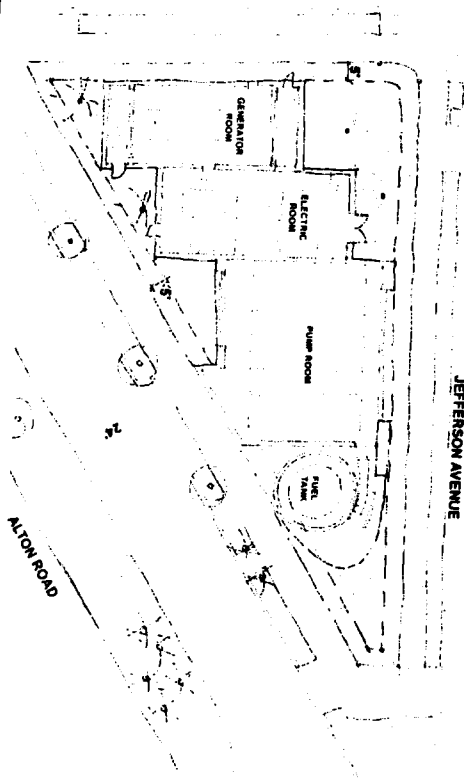
Conclusions:

The City has negotiated with CDM, fees for Amendment No. 16 in the amount of \$223,941 to an existing Agreement between the City of Miami Beach and Camp, Dresser McKee Inc., dated July 21, 1992, to provide Additional Architectural, Engineering and Landscape Architectural Services for the Re-Design of the South Pointe Wastewater Booster Pump Station Project., and based upon the above stated, the Administration recommends the execution of same.

Attachments

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Attachment 1



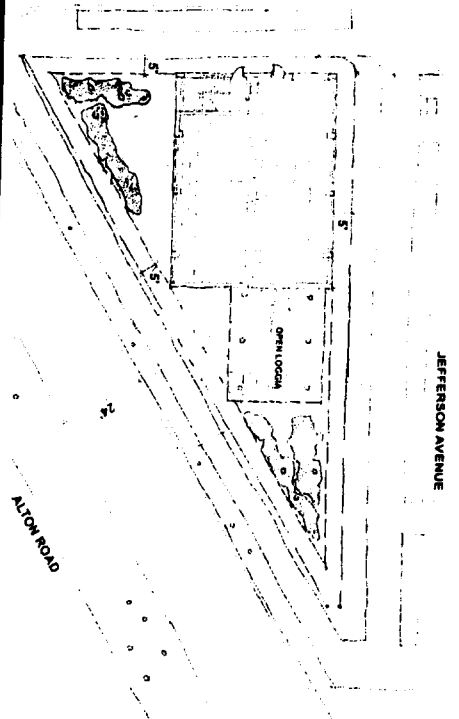
Ground Floor Plan - Option 1

Perspective View

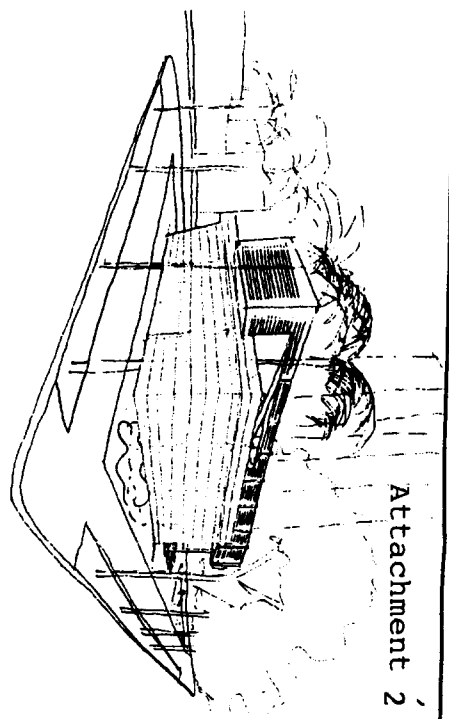
Zyscovich Inc.
 100 n. Biscayne Blvd. # 2700 Miami, FL 33132
 Zyscovich tel 305.372.5222 fax 305.577.4521
 registration no. aac001431

South Point Pump Station
 Alton Rd. & First Street
 Miami Beach, Florida

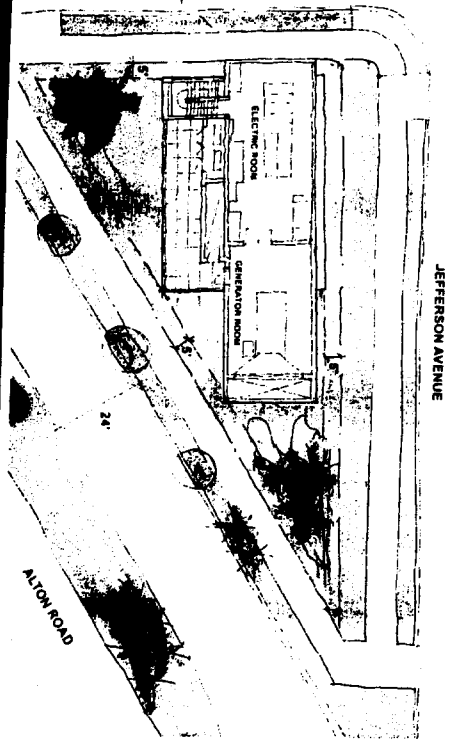
August 30, 2001
 Option 1



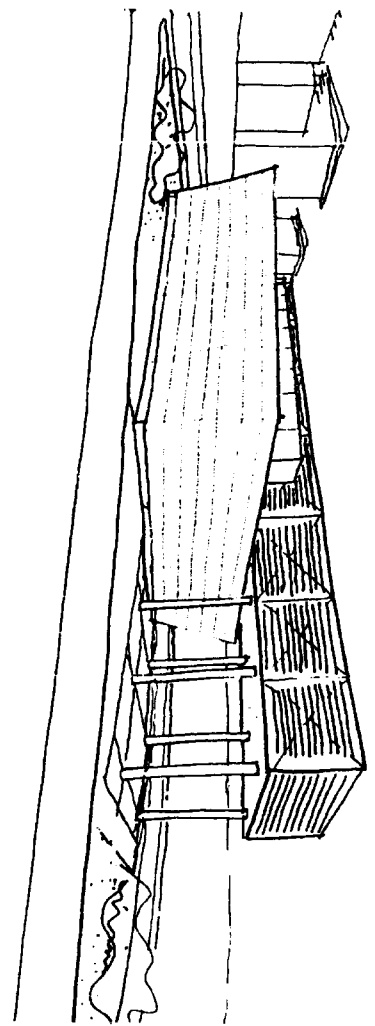
Ground Floor Plan - Option 2



Perspective View



Second Floor Plan - Option 2



Perspective View

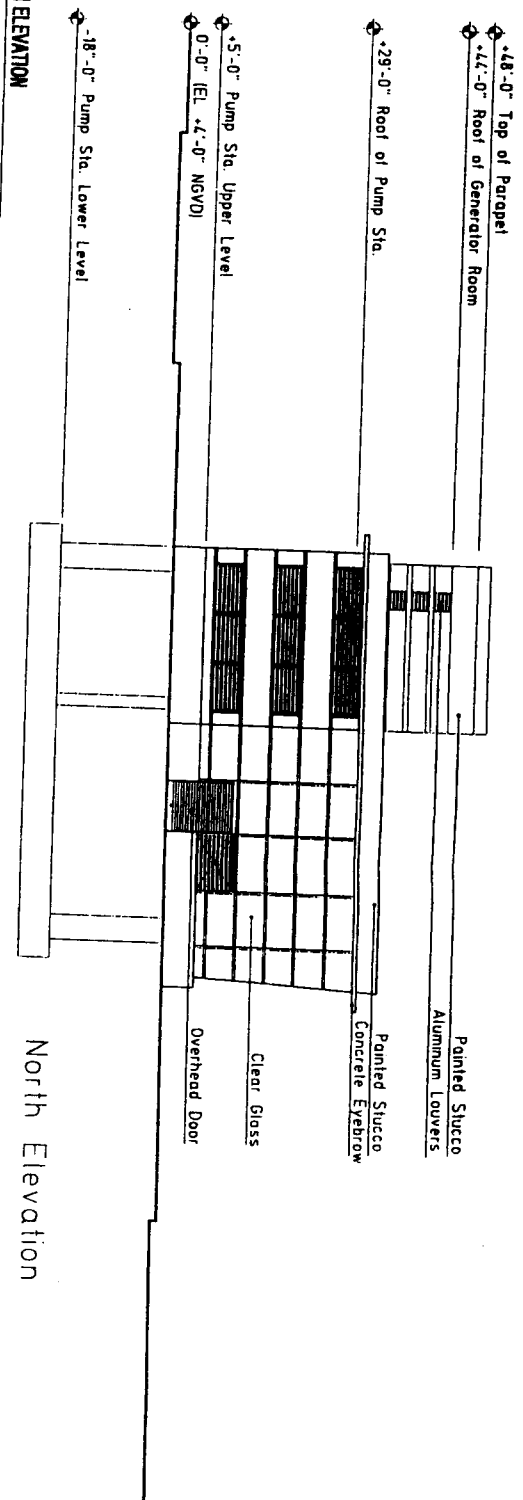
Zyscovich Inc.
 100 n. Biscayne Blvd. # 2700 Miami, FL 33132
 Tel 305.372.5222 Fax 305.577.4521
 registration no. aac001431

South Point Pump Station
 Alton Rd. & First Street
 Miami Beach, Florida

August 30, 2001
 Option 2

A.1
200

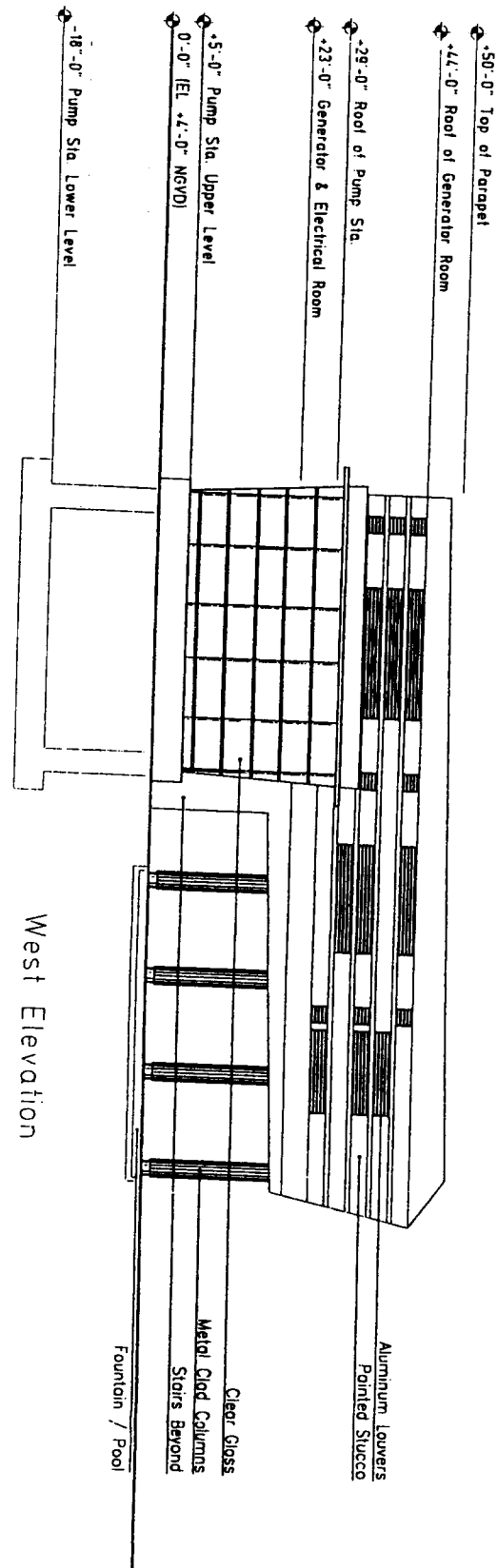
NORTH ELEVATION
1" = 20' - 0"



North Elevation

A.2
200

WEST ELEVATION
1" = 20' - 0"



West Elevation



**South Point
Pump Station**
Alton Rd. & First Street
Miami Beach, Florida

**NORTH & WEST
ELEVATIONS**

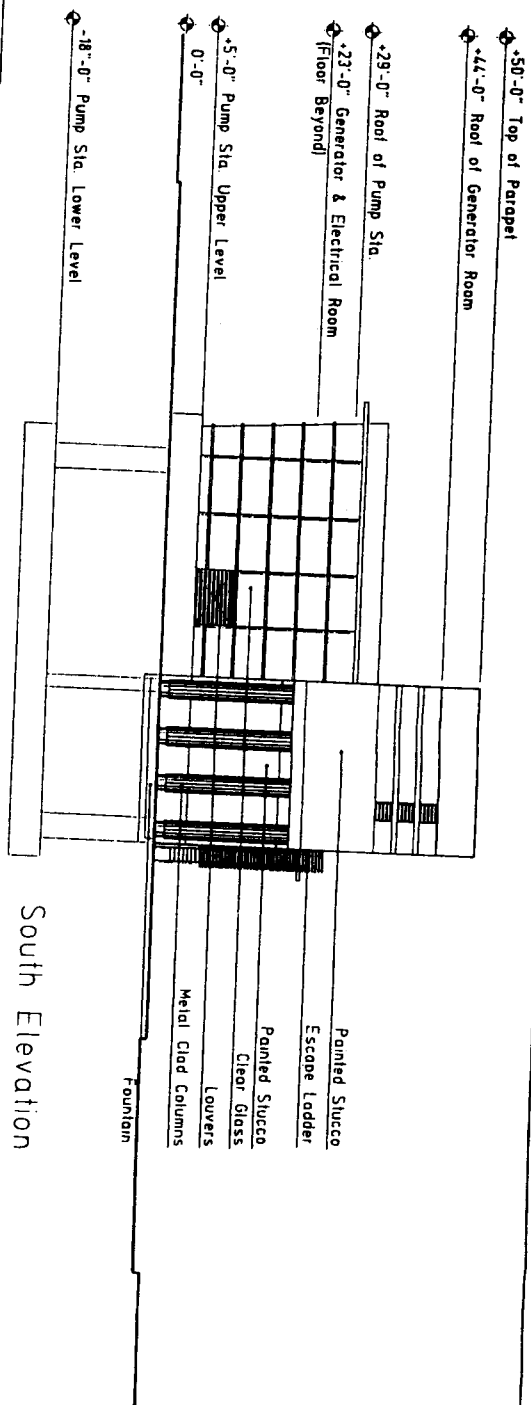
DESIGN REVIEW BOARD
SUBMITTAL
NOT FOR CONSTRUCTION

DATE: 10/10/2008
BY: [Signature]

A 200

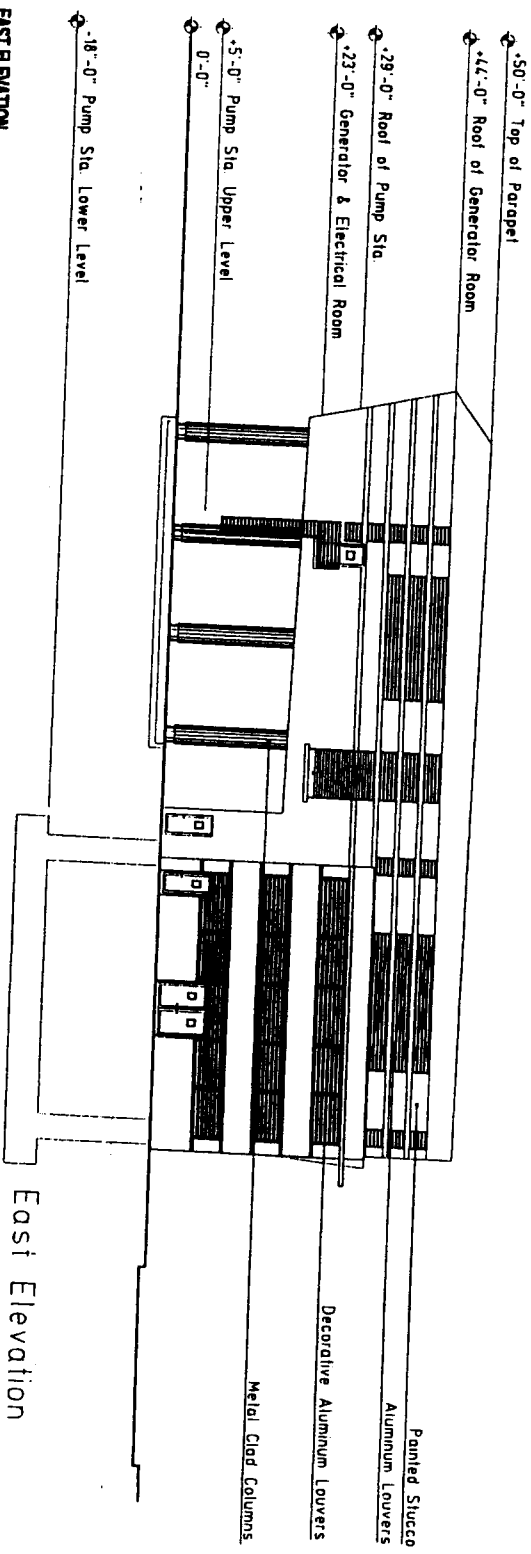
1" = 20' - 0"

A.1
201
SOUTH ELEVATION
1" = 20' - 0"



South Elevation

A.2
201
EAST ELEVATION
1" = 20' - 0"



East Elevation

City of Miami Beach
1700 Convention Center Dr
Miami Beach
Florida 33133

ZYASOVICH

ARCHITECT, PLANNING, ENGINEERING
1001 N.W. 10th Ave., Suite 200
Miami, FL 33136
Tel. 305-375-1000 Fax 305-375-1001

**South Point
Pump Station**
Aston Rd & First Street
Miami Beach, Florida

DESIGNED BY: ZYASOVICH
DRAWN BY: ZYASOVICH
CHECKED BY: ZYASOVICH
DATE: 10/1/98

**SOUTH & EAST
ELEVATIONS**

DESIGN REVIEW BOARD
SUBMITTA
NOT FOR CONSTRUCTION

SHEET 201 OF 200



A 201

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH AND CAMP DRESSER & McKEE, INC.**

Amendment No. 16 for Professional Engineering

TO: Camp Dresser & McKee Inc.
800 Brickell Avenue, Suite 710
Miami, Florida 33131

DATE: July 12, 2004

Pursuant to the Agreement between City of Miami Beach and Camp Dresser & McKee Inc. (Consultant) for Professional Engineering Services for the upgrading of Sewer and Water Pumping Stations ("the Agreement"), you are directed to provide the following services:

Project Name: Preliminary Design Memorandum Update, Final Re-Design, Preparation of Contract Plans and Specifications

Scope of Work: Attached as Exhibit A

Calendar time to complete this work: 10 months to Bid Advertisement

Fee for this Service Order:

Subtotal Task A (Lump Sum)	\$ 126,025
Subtotal Task C (Not-to-Exceed)	\$ 89,905
Subtotal Task D (Lump Sum)	<u>\$ 8,011</u>
Total Amendment No.16 (Not-to-Exceed)	<u>\$ 223,941</u>

Basic Service X Additional Service X Reimbursable Expense X

ACCEPTED:

City of Miami Beach

Camp Dresser & McKee Inc.

Tim Hemstreet
CIP Director

Date

Victor J. Pujals, P.E., DEE
Vice President

Date

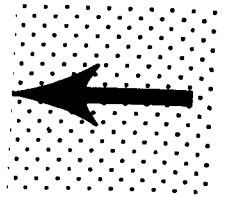


EXHIBIT A

CITY OF MIAMI BEACH PROJECT SCOPE AND BUDGET FOR SOUTH POINT WASTEWATER BOOSTER STATION PRELIMINARY DESIGN MEMORANDUM UPDATE, FINAL RE-DESIGN, PREPARATION OF CONTRACT PLANS AND SPECIFICATIONS, AMENDMENT No. 16

July 12, 2004

PROJECT: New Wastewater Booster Station Located at South Point on Miami Beach.

PROJECT DESCRIPTION: As part of the design of the Pump Stations Upgrades preliminary design in 1992-1993, the City and CDM concurred that the least disruptive and most economically feasible option to meet the Level of Service for the wastewater transmission system was to construct a single new booster pump station at the downstream end of the wastewater transmission system in lieu of major structural and electrical upgrades at six existing pump stations. This option provided the benefits of greater operational flexibility for the City and lower force main pressures throughout the entire system, resulting in decreased operation and maintenance costs. CDM was authorized the original design project work under Amendment No. 9.

The preliminary design report (PDR) was submitted on May 13, 2002. The project was subsequently designed to the 30 percent level. However, the City requested changes due to the magnitude of the estimated cost of construction. This re-design amendment will include a letter report update to the preliminary design memorandum and final design of an in-line, 98 MGD (peak), partially underground, variable speed, two pump (one service, one standby) 1,500 HP (approx.) wastewater booster station and 54-inch diameter station by-pass force main located entirely on the former water tower site at First Street and Alton Road. Project includes an electrical control room, instrumentation, and generator/fuel tank on-site, SCADA interface, noise suppression, and architectural and landscape features. This amendment revises the design and permitting activities of the original scope. This bidding services and balance of the reimbursable allowance will remain from the original contract.

PROJECT REFERENCE: Agreement between the City of Miami Beach and Camp Dresser and McKee Inc. (CDM) dated July 21, 1992, for professional engineering services for the upgrading of sewer and water pumping stations.

SCOPE AND BUDGET: CDM will perform the additional work tasks described herein at the fees and costs listed. Proposed labor hours are provided by task in the following pages. This scope and budget supplements the scope and budget approved under

Amendment No. 9.

BACKGROUND

The City of Miami Beach (CITY) is approaching the construction of rehabilitation improvements of its existing wastewater pumping stations (PS). The flows developed in the *Year 2000 Comprehensive Plan* prepared by the City of Miami Beach Planning and Zoning Department, (October 1989) will exceed the capacity of the equipment installed in the Pump Stations Upgrades construction project scheduled to start in May 2004 without the addition of a new in-line booster station at South Point. It was analyzed previously that the required mechanical, structural, and electrical renovations required for the PS Upgrades Project would have been cost prohibitive and economically disruptive without the addition of a new in-line booster station on the southern end of the wastewater transmission system. Further, the new pumps being installed under the current Pump Stations Upgrades Project were designed specifically to work in concert with the new booster station and will not operate properly without the station.

During the original design, the City proposed two valuable lots in the South Point area, to be occupied by the utility facilities. During the design, the City, requested that the additional property (lot 15) that was to be utilized for a remote electrical/generator building not be used. This caused CDM to shift all of the components to fit them onto the water tower site. This crowded site was further complicated by the required inclusion of a transformer the serve facility vault per Florida Power & Light and the discovery of a system of wooden piles remaining from the original water tank foundation. Prior to presentation of the Project to the DRB, the City requested an updated estimate of Probable Cost. CDM's estimated construction cost was significantly higher than the original "Design" budget established by the City in 1993. At that point the city requested that CDM revise the architectural features and explore the options to bring the Project back within the Budget. Changes to the Architectural Layout design of the pump station became necessary causing significant delays and costs associated with CDM adjusting its design to the new conditions. The deviation from the original design caused CDM and its subcontractors to expend additional time and effort to reduce the project scope while maintaining the functionality of the station (2 vs 3 pumps etc.) fitting the program into the water tower site. The estimated costs of the revised pump station exceed the current design budget.

In addition, the Pump Station Upgrades Project is anticipated to be under construction in the second quarter of 2004. CDM and members of the City CIP, Public Works, and Planning staff met on February 4, 2004 to agree on a scaled down design. This design would keep most of the original elements while reducing the project costs and maintaining all the facilities on the water tank site.

For these reasons, the CITY has asked CDM to provide a scope and budget (described below) to revise the design of the required booster station and allow for compensation for the additional design effort.

A. ARCHITECTURAL AND ENGINEERING (A&E) (Amended)

A.1 Design Services and Production of Contract Documents

1. Preparation of a letter report updating to the design memorandum with applicable sketches and renderings for the booster station, including landscape drawings, presenting the new layout option, and preliminary opinion of probable cost.
2. Preparation of EJCDC-based specifications and approximately 70 contract drawings, per the sheet list provided in Appendix A, describing the design and construction of the new booster station.
3. Preparation of an opinion of probable construction cost at the 60 and 90 Percent Completion Review. Perform a constructability reviews, and phasing/scheduling plan to coordinate the work with the on-going Pump Station Upgrades construction project at the 90 Percent completion point.
4. Three coordination meeting with CITY Planners and coordinating with other projects in the area. Requested revisions to the design following the submittal and acceptance of the 60% construction documents by the City, if any, will constitute additional services.
5. Attendance at monthly (up to 10) progress meetings with the CITY during the course of the design phase of this project.

Site Survey and Geotechnical subsurface investigations of the project site have been completed. Deliverable will be three sets (1 reproducible) of plans and one diskette of specifications in MS Word format 1 diskette containing AutoCAD plot file (Version 2000 or latest) for CMB procurement to produce and distribute as Owner. CMB will provide CDM three copies of the bid set, all addenda, and six copies of the executed contract documents.

The total authorization fee for Task A Items 1 through 5 is a lump sum (LS) amount of \$126,025. This amount excludes Reimbursables (listed later in item D).

<u>Design Services (Lump Sum)</u>	<u>Amount</u>
Subtotal CDM Labor	\$93,525
Outside Professional Service	
Architectural	\$30,000
Landscaping	<u>\$2,500</u>
Total Task A (LS)	\$126,025

B. NOT USED

C. ADDITIONAL SERVICES (AMENDED)

- C.1 Provide additional permitting services related to Building Department, Fire Rescue, DERM and FDEP. Additional hours have been included for potential coordination with MDWASD in the relocation and re-design of the forcemain under Government cut to Virginia Key. Through an architectural subcontractor, CDM will prepare and submit a DRB application and presentation. This submittal includes preparation and submittal of the application form, mailing to potential affected parties, and presentation to the Board. All permit fees shall be paid by the City.
- C.2 Provide bidding services in accordance with the original scope of work. The upper limit of this task represents the difference in the hourly rates from the original date of the scope of work (2000) to the date of this scope of work (2004).
- C.3 Provide supplemental services incurred as a result of the change in program, due to the addition of the FP&L transformer vault, reduction in the total buildable space, and delays in the project schedule.

The total authorization for Task C is an Upper Limit (UL) of \$89,905.

<u>Task</u>	<u>Permitting/Bidding Services</u>	<u>Amount</u>
C.1	CDM Services (UL)	\$19,920
	Outside Professional Serv.	
	Architectural (DRB)	\$10,000
	Landscape	\$1,200
C.2	CDM Services (UL)	\$1,785
C.3	CDM Services (LS)	<u>\$57,000</u>
	Total Task C (UL)	\$89,905

D. REIMBURSABLES

The total additional authorization for Task D is a Lump Sum (LS) of \$8,011. The reimbursable budget for the various tasks are as follows:

	<u>Reimbursable</u>	<u>Amount</u>
D.1	Design Services (LS)	<u>\$8,011</u>
	Total Task D (LS)	\$8,011

ASSUMPTIONS

1. There will be no setback requirements of the pump station or other structure at the site with respect to the property line.

2. The generator/ fuel tank will be skid mounted and located on the ground, outside of the building floor. The electrical MCC room will be on the second floor above the FPL vault, per CDM's design proposed concept.
3. The original architectural design concept (glass facade storefront system) is acceptable
4. There will need to be a new DRB application prepared and presented.
5. We have budgeted three meetings with Planning/ other interested parties
6. We will assume any meetings with MDWASD to coordinate the new transmission line will be covered under the Additional Services in Task C.1 of this Amendment.
7. We assume that the previous DRB process activities and costs (\$10,000) will be covered under the original permitting task (C.1) scope and budget of Amendment No. 9.

DATA OR ASSISTANCE TO BE PROVIDED BY THE CITY

1. Locations of all existing underground, on-site utilities including as-built drawings and results of any soft-digs in the area of the proposed improvements.
2. Existing related project drawings, including record drawings of existing facilities not already available to CDM.
3. Assistance in discussions with regulatory agencies and City boards.
4. Submittal of documents to the various City departments for review prior to bidding.

SCHEDULE

Due to the need to complete this project in order that it can be bid or negotiated, constructed and placed on-line prior to or in conjunction with the completion of the Pump Stations Upgrades project assuming reasonable durations for the departmental and board reviews, etc., the following schedule outline is proposed:

<u>Milestone</u>	<u>Time to Complete</u> <u>(as measured from NTP)</u>
Notice to Proceed	0 months
Revised Preliminary Design Memorandum	1 months
30% Design Review Submittal	2 months
60% Design Review Submittal	4 months
90% Contract Documents,	8 months
100% Contract Documents Advertise for Bid	10 months

SUMMARY OF COMPENSATION

Total Amendment No. 16 compensation for CDM services will be as follows:

<u>Task</u>	<u>Amount</u>
A	\$126,025
B	-----
C	\$ 89,905
D	<u>\$ 8,011</u>
	\$223,941

This amendment is for additional services under Tasks A, C, and D in the amount of **\$223,941**. The original Amendment No. 9 dated March 15, 2001 associated with this project was for a total compensation amount of \$488,205. Amendment No. 9 included Tasks A.1 (Design), C.1 (Permitting), C.2 (Bidding), and D (Reimbursables). The increase to tasks A, C and D will result in a total not-to-exceed amount of \$712,146 for this project.

CDM shall submit monthly invoices to the City. Each invoice shall include a monthly written status report. Invoicing for the lump sum, Task A, Task C.3 and D.1 will be based on the percentage of completion of the task. Invoicing for the not-to-exceed services, Tasks C.1, C.2, and D2, shall be billed on a time and materials basis at CDM's prevailing rates, Exhibit B.

CDM's SOUTH POINT BPS FEE PROPOSAL

(July 12, 2004)

A. DESIGN SERVICES

	<u>Original</u>	<u>Costs to Complete</u>
CDM Labor Hours	3,690 hrs	2,934 hrs
CDM Labor Services	\$346,860	\$286,615
Outside Professional Services:		
Survey	\$8,500	\$0
Geotechnical	\$3,500	\$0
Architectural	\$45,000	\$ 61,500
Landscaping	<u>\$0</u>	<u>\$ 2,500</u>
	\$403,860	\$350,615

Payment Summary

Original Task A	\$403,860
Paid To Date	<u>\$179,270</u>
Remaining Funds	\$224,590

Additional Funding

New Task A Cost to Complete	\$ 350,615
Credit for Remaining Funds	<u>(\$224,590)</u>
Additional Authorization	\$ 126,025

Total Task A Authorization

Initial Task A Authorization	\$403,860
Additional Redesign Authorization	<u>\$126,025</u>
Total Design Task A	\$529,885

C. PERMITTING AND BIDDING SERVICES

	<u>Original</u>	<u>Cost to Complete</u>
CDM Labor Hours (C.1 and C.2)	644 hrs	500 hrs
CDM Labor Services (C.1)	\$31,840	\$47,155
Outside Professional Services		
Architecture (New DRB)		\$10,000
Landscaping (New DRB)		\$ 1,200
CDM Labor Services (C.2)	<u>\$34,715</u>	\$36,500
Out of Scope Services (C.3)		<u>\$57,000</u>
	\$66,555	\$151,855

Payment Summary

Original Task C.1 and C.2	\$66,555
Paid to Date	<u>\$ 4,605</u>
Remaining Funds	\$61,950

Additional Funding

New Tasks C.1 to C.3	\$151,855
Credit for Remaining Funds	<u>\$(61,950)</u>
Additional Authorization	\$ 89,905

Total Authorization

Initial Task C Authorization	\$ 66,555
Additional Authorization	<u>\$ 89,905</u>
Total Permitting/Bidding Task C.1	\$156,460

D. REIMBURSABLES

Original

Cost to Complete

Subtotal (D.1)	\$16,252	\$17,952
Subtotal (D.2)	<u>\$ 1,538</u>	<u>\$ 1,538</u>
	\$17,790	\$19,490

Payment Summary:

Original Task D.1, D.2	\$17,790
Paid to Date	<u>\$ 6,311</u>
Remaining	\$11,479

Additional Funding:

New Task D	\$ 19,490
Credit for Remaining Funds	<u>\$(11,479)</u>
Additional Authorization	\$ 8,011

Total Task D Authorization:

Initial Task D Authorization	\$17,790
Additional Reimbursables	<u>\$ 8,011</u>
Total Reimbursables Task D	\$25,801

SUMMARY OF COMPENSATION

<u>Task</u>	<u>Amendment No. 9</u>	<u>Amendment 16</u>	<u>Total</u>
A	\$403,860	\$126,025	\$529,885
B	-----	-----	-----
C	\$66,555	\$89,905	\$156,460
D	<u>\$17,790</u>	<u>\$8,011</u>	<u>\$25,801</u>
	\$488,205	\$223,941	\$712,146

APPENDIX A

LIST OF DRAWINGS (6/25/04)

SOUTH POINT WASTEWATER BOOSTER PUMP STATION

SHEET No.	TITLE
GENERAL	
G-0	Cover
G-1	Index and Legend
G-2	Abbreviations
CIVIL	
C-1	Site Survey
C-2	Site Demolition Plan
C-3	Underground Demolition Plan
C-4	Plot/Soil Borings Plan
C-5	Grading Plan
C-6	Yard Piping Plan
CD-1	Miscellaneous Civil Details
CD-2	Miscellaneous Civil Details
CD-3	Paving and Grading Miscellaneous Details
ARCHITECTURAL	
A-1	Architectural/Sheet Index, Abbreviation and Symbols
A-2	Pump Station Floor Plan
A-3	Pump Station Floor Plan
A-4	Pump Station Floor Plan
A-5	Pump Station Elevation
A-6	Pump Station Elevation
A-7	Pump Station Schedules and Details
A-8	Pump Station Schedules and Details
LANDSCAPING	
L-1	Landscape Plan
L-2	Landscape Specifications
L-3	Irrigation Plan
L-4	Irrigation Specifications

SHEET No.	TITLE
STRUCTURAL	
S-1	Structural Notes and Abbreviations
S-2	Pile Foundation Plan and Details
S-3	Intermediate Level Plan and Sections
S-4	Roof Plan and Details
S-5	Elevations and Details
S-6	Schedules and Details
SD-1	Structural Details
SD-2	Structural Details
MECHANICAL	
M-1	Booster Pump Station - Pump Room Plan
M-2	Booster Pump Station - Motor Room Plan
M-3	Booster Pump Station - Sections
M-4	Booster Pump Station - Sections
M-5	Fuel Storage Tank, Schematic and Details
M-6	Meter and Valve Pit Details
MD-1	Miscellaneous Mechanical Details
MD-2	
MD-3	Pipe Hangers and Supports
HVAC	
H-1	HVAC Symbols and Abbreviations
H-2	Pump Station HVAC Floor Plan
H-3	Electrical Room HVAC Floor Plan
H-4	HVAC Schedules and Details
PLUMBING	
P-1	Plumbing Symbols and Abbreviations
P-2	Pump Station Plumbing Floor Plan
P-3	Plumbing Risers, Schedules and Details

SHEET No.	TITLE
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ELECTRICAL

E-1	Electrical Symbols and Abbreviations
E-2	Electrical Site Plan
E-3	4160 Volt Single Line Power Diagram
E-4	480 Volt Single Line Power Diagram
E-5	Elementary and Generator Control Diagrams
E-6	Instrumentation, Control and Instrumentation Upper Plan
E-7	Equipment Elevations
E-8	Pump Station Power, Control and Instrumentation Upper Plan
E-9	Pump Station Lighting Upper Plan
E-10	Pump Station Power, Control and Instrumentation Lower Plan
E-11	Pump Station Lighting Lower Plan
E-12	Fuel Storage Tank and Generator Plans
E-13	Lighting Fixtures and Panel Schedules
E-14	Electrical Details

INSTRUMENTATION

I-1	Instrumentation Legend Sheet
I-2	Instrumentation Block Diagram
I-3	Instrumentation P&ID
I-4	Instrumentation Loops
I-5	Instrumentation Loops
I-6	Instrumentation Loops
I-7	Instrumentation Loops
I-8	Instrumentation Loops
I-9	Instrumentation Details



EXHIBIT B



SCHEDULE OF HOURLY BILLING RATES COST GROUP II

<u>CATEGORIES</u>	<u>HOURLY RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
OFFICER	\$ 160.00
PRINCIPAL / ASSOCIATE	\$ 140.00
SENIOR PROFESSIONAL	\$ 120.00
PROFESSIONAL II	\$ 105.00
PROFESSIONAL I	\$ 90.00
<u>PROFESSIONAL SUPPORT SERVICES</u>	
SENIOR SUPPORT SERVICES	\$ 90.00
STAFF SUPPORT SERVICES	\$ 75.00
<u>FIELD SERVICES</u>	
SENIOR PROFESSIONAL	\$ 80.00
PROFESSIONAL	\$ 65.00
<u>PROJECT SUPPORT SERVICES</u>	
PROJECT ADMINISTRATION	\$ 65.00

All subconsultant and other project related expenses are
subject to a minimum handling/administrative charge of 10%.

CERTIFIED BY:


ROBERT J. ANTON
CHIEF FINANCIAL OFFICER

RATES EFFECTIVE THROUGH JANUARY 1, 2005

CITY OF MIAMI BEACH
MAN-HOUR REQUIREMENTS

SOUTH POINT WASTEWATER BOOSTER STATION

A.1 - DESIGN AND PRODUCTION OF CONTRACT DOCUMENTS

7/12/2004

TASK AND DESCRIPTION											TOTAL HOURS	LABOR COSTS	
OFFICER	PRINCIPAL/ ASSOCIATE	SENIOR PROF	PROF II	PROF I	SENIOR SUPPORT	STAFF SUPPORT	PROJ ADMINSTR						
1 Preliminary Design Memorandum	4	4	20	20	0	8	16	4				76	\$7,620
2 Booster Station Drawings and Specifications													
CIVIL (10 Drawings) / Utilities Coord. (w/ 30% reduction in hrs.)	0	17	70	91	11	56	70	0				315	\$30,420
MECHANICAL (10 Drawings) (w/ 30% reduction in hrs.)	0	14	49	48	14	52	63	0				240	\$22,560
HVAC (4 drawings)	1	8	40	80	0	20	40	0				189	\$18,575
PLUMBING (3 Drawings)	0	2	12	80	0	26	30	0				150	\$14,030
ELECTRICAL (14 drawings)	4	32	80	200	20	100	140	0				556	\$52,200
INSTRUMENTATION (8 drawings)	4	12	50	120	20	80	120	0				406	\$37,100
STRUCTURAL (8 Drawings)	4	40	80	80	30	60	80	0				374	\$36,920
CONTRACT DOCUMENTS BID FORM & CMB PROCUREMENT COORDINATION	0	4	60	20	0	0	60	0				144	\$13,960
3. Cost Estimate, Scheduling and Constructability Reviews	4	60	60	40	0	0	20	8				192	\$22,100
4 Design Coordination with Architect/Engineers and Utilities	4	10	80	20	0	8	8	20				150	\$16,060
5. Meetings and Presentations (5)	14	16	28	42	0	14	20	8				142	\$15,040
Sub Total Design Tasks	39	219	609	841	85	424	667	40				2,834	\$93,525
BILLING RATE	\$155.00	\$140.00	\$120.00	\$100.00	\$80.00	\$65.00	\$70.00	\$60.00					
cost by labor category													

cost by labor category

CDM LABOR HOURS= \$ 6,045 \$ 30,660 \$ 73,080 \$ 84,100 \$ 7,600 \$ 36,040 \$ 46,690 \$ 2,400

CDM LABOR \$ 93,525

OUTSIDE PROFESSIONALS
STA (ARCHITECTURAL) \$ 30,000
URG (LANDSCAPE/IRRIGATION) \$ 2,500
\$ 32,500

TOTAL A&E (ITEM A.1) \$ 126,025

CDM

CITY OF MIAMI BEACH
MAN-HOUR REQUIREMENTS

SOUTH POINT WASTEWATER BOOSTER STATION

C.1 - ADDITIONAL SERVICES - PERMITTING ASSISTANCE

TASK AND DESCRIPTION	OFFICER	PRINCIPAL/ASSOCIATE	SENIOR PROF.	PROF. II	PROF. I	SENIOR SUPPORT	STAFF SUPPORT	PROJ. ADMINSTR.	TOTAL HOURS	LABOR COSTS
Additional Derm Permitting/ Discussions with MDWASD	4	10	40	80	8	16	10	40	208	\$19,920
Sub Total Design Tasks	4	10	40	80	8	16	10	40	208	\$19,920
BILLING RATE	\$155.00	\$140.00	\$120.00	\$100.00	\$80.00	\$95.00	\$70.00	\$60.00		

cost by labor category

\$ 620 \$ 1,400 \$ 4,800 \$ 8,000 \$ 640 \$ 1,360 \$ 700 \$ 2,400

CDM LABOR HOURS= 208

CDM LABOR (ITEM C.1) \$ 19,920 (Upper Limit)

OUTSIDE PROFESSIONALS

DRB Submittal \$ 10,000
DRB Landscape \$ 1,200
SUBTOTAL OPFS \$ 11,200

Total Item C.1 \$ 31,120
\$ 31,120

CDM

KM1495 TEL.XLS C.1 Perm Assist
7/12/2004

CDM

CITY OF MIAMI BEACH
MAN-HOUR REQUIREMENTS

SOUTH POINT WASTEWATER BOOSTER STATION

C.2 - ADDITIONAL SERVICES - BIDDING ASSISTANCE

TASK AND DESCRIPTION	OFFICER	PRINCIPAL/ASSOCIATE	SENIOR PROF	PROF II	PROF I	SENIOR SUPPORT	STAFF SUPPORT	PROJ ADMINSTR	TOTAL HOURS	LABOR COSTS
Additional Perm Permitting/ Discussions with MDWASD	3	0	5	0	0	0	0	12	20	\$1,785
Sub Total Design Tasks	3	0	5	0	0	0	0	12	20	\$1,785
BILLING RATE	\$155.00	\$140.00	\$120.00	\$100.00	\$80.00	\$85.00	\$70.00	\$60.00		

cost by labor category

\$ 465 \$ 600 \$ 720
CDM LABOR HOURS= 20

CDM LABOR (ITEM C.2) \$ 1,785 (Upper Limit)

Total Item C.1 \$ 1,785
\$ 1,785

CDM

CITY OF MIAMI BEACH
MAN-HOUR REQUIREMENTS

SOUTH POINT WASTEWATER BOOSTER STATION

C.3 - SUPPLEMENTAL SERVICES - DESIGN

TASK AND DESCRIPTION	OFFICER	PRINCIPAL/ASSOCIATE	SENIOR PROF	PROF II	PROF I	SENIOR SUPPORT	STAFF SUPPORT	PROJ ADMINSTR	TOTAL HOURS	LABOR COSTS
Site Redesign	8	0	120	80	8	16	20	40	292	\$29,440
Coordination During Extended Period	4	0	10	20	0	0	10	47	91	\$7,340
Cost Reduction Analysis	4	8	20	10	0	0	0	10	52	\$5,740
Sub Total Design Tasks	16	8	150	110	8	16	30	97	383	\$42,520
BILLING RATE	\$155.00	\$140.00	\$120.00	\$100.00	\$80.00	\$65.00	\$70.00	\$60.00		

cost by labor category

\$ 2,480 \$ 1,120 \$ 18,000 \$ 11,000 \$ 640 \$ 1,360 \$ 2,100 \$ 5,820

CDM LABOR HOURS= 383

CDM LABOR (ITEM C.1) \$ 42,520 (Upper Limit)

OUTSIDE PROFESSIONALS

ARCHITECTURAL \$ 14,500
SUBTOTAL OPFS \$ 14,500

Total Item C.3 \$ 57,020

USE -> \$ 57,000 (LUMP SUM)

CDM

CITY OF MIAMI BEACH
ESTIMATE OF DIRECT COSTS

SOUTH POINT WASTEWATER BOOSTER STATION

D.1-REIMBURSABLES (DESIGN SERVICES)

12-Jul-04

OTHER DIRECT COSTS	Quantity	Units	Rate	Cost
Travel				
Airfare (R/T)	6	ea @	\$ 300.00	\$ 1,800.00
Meals	11	per day	\$ 21.00	\$ 231.00
Parking	29	car-days	\$ 6.00	\$ 174.00
Car	4	per day	\$ 45.00	\$ 180.00
Plans and Specifications				
Preliminary	4	ea @	\$ 115.00	\$ 460.00
Draft Final	4	ea @	\$ 125.00	\$ 500.00
Reproducibles and Final CD	0	ea @	\$ 150.00	\$ -
Computer Charges: Data Assembly, Modeling, CAD	296	hrs @	\$ 6.00	\$ 1,776.00
Telephone/Omnifax/Delivery/Courier/Post	25	ea @	\$ 35.00	\$ 875.00
Miscellaneous Supplies, Aerials/Maps, Oversize Printing	9	ea @	\$ 35.00	\$ 315.00
Consuelo M. Quintana	1	ea @	\$ 1,500.00	\$ 1,500.00
URG	1	ea @	\$ 200.00	\$ 200.00

TOTAL REIMBURSABLE COSTS (ITEM D.1)

Total \$ 8,011

RESOLUTION TO BE SUBMITTED